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June 14, 2001

Mr. Vernon Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Suite 700
Washington, D.C. 20423

RECORDATION NO. 23508 FILED
JUN 14 '01 12-26 PM
TS
SURFACE TRANSPORTATION BOARD

Re: Union Tank Car Company

Dear Mr. Williams:

Enclosure for filing is the Indenture and Security Agreement dated,
June 13, 2001, a primary document between:

BANK ONE, N.A., TRUSTEE
1 Bank One Plaza, Suite IL10126
Chicago, IL 60670

and

UNION TANK CAR COMPANY
225 West Washington Street
Chicago, IL 60670

A description of the railroad equipment covered by the enclosed document
is:

1,884 tank cars bearing reporting marks including PROX; UTLX; and
AMCX. For specific car numbers see equipment list.

HOGAN & HARTSON L.L.P.

Mr. Vernon Williams

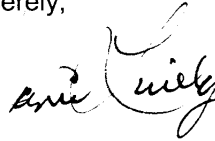
June 14, 2001

Page 2

A short summary:

Indenture and Security Agreement between Union Tank Car Company and Bank One, N.A. covering 1,884 tank cars bearing reporting mark numbers PROX; UTLX; and AMCX.

Sincerely,

A handwritten signature in black ink, appearing to read "Janis Lively", written in a cursive style.

Janis Lively
Senior Legal Assistant.

/cl
Enclosures

RECORDATION NO. 23508 FILED

JUN 14 '01 12-26 PM

SURFACE TRANSPORTATION BOARD

UNION TANK CAR COMPANY

INDENTURE AND SECURITY AGREEMENT

Dated as of June 13, 2001

Between

BANK ONE, N.A.,

Trustee,

and

UNION TANK CAR COMPANY

\$110,000,000
6.82% Senior Secured Notes Due 2016

Filed with the Surface Transportation Board of the Department of Transportation pursuant to 49 U.S.C. § 11301 on June __, 2001, at [__ a.m./p.m.], Recordation Number __, and deposited in the Office of the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act on June __, 2001, at [__ a.m./p.m.]

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SURFACE TRANSPORTATION BOARD

This INDENTURE AND SECURITY AGREEMENT (this "Indenture") dated as of June 13, 2001, between BANK ONE, N.A., solely in its capacity as Trustee, a national banking association organized and existing under the laws of the United States of America (the "Trustee"), and UNION TANK CAR COMPANY, a Delaware corporation (the "Company");

WITNESSETH:

WHEREAS, Union Tank Car Company 6.82% Senior Secured Notes due 2016 (the "Notes") are to be issued and sold, at a price not less than their principal amount, in an aggregate principal amount not exceeding \$110,000,000; and

WHEREAS, the text of the Notes is to be substantially in the following form:

[Form of Note]

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS. THIS NOTE MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR EXEMPTION THEREFROM UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS. THIS NOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN INDENTURE AND SECURITY AGREEMENT BETWEEN BANK ONE, N.A., AS TRUSTEE, AND UNION TANK CAR COMPANY AS MORE FULLY SET FORTH HEREIN.

6.82% SENIOR SECURED NOTE DUE 2016

Secured by certain Railroad Rolling Stock and a Collateral Assignment
of a Senior Secured Note Issued by a Subsidiary of the Company and a
Related Security Agreement Under Which such Subsidiary has Pledged to the Company
a First Perfected Security Interest in certain ISO Tank Containers and Wheeled Chassis

No. A-_____
PPN 908594 A* 5
\$ _____

Chicago, Illinois

_____, ____

UNION TANK CAR COMPANY, a Delaware corporation (the "Company"), hereby promises to pay to _____, or registered assigns, the principal sum of \$ _____ in lawful currency of the United States of America, in installments payable on the dates set forth in Exhibit A hereto, commencing June 1, 2002 and each June 1 thereafter to and including June 1, 2016, each such installment to be in an amount equal to the corresponding percentage, if any, of the remaining principal amount hereof set forth in Exhibit A hereto, together with interest thereon on the amount of such principal amount remaining unpaid from time to time

from and including the date hereof until such principal amount shall be due and payable, payable commencing on December 1, 2001 and on each June 1 and December 1 thereafter to the maturity date hereof at the rate of 6.82% per annum (computed on the basis of a 360-day year of twelve 30-day months). Interest on any overdue principal, any overdue Make-Whole Amount, and (to the extent legally enforceable) on overdue interest shall be paid from the due date thereof at the rate of 8.82% per annum (computed on the basis of a 360-day year of twelve 30-day months), payable on demand.

Payments with respect to the principal amount hereof, Make-Whole Amount, if any, and interest thereon shall be payable in U.S. dollars in immediately available funds at the principal bond and trustee administration office of BANK ONE, N.A. (the "Trustee"), or as otherwise provided in the Indenture and Security Agreement dated as of June 13, 2001, between the Company and the Trustee (the "Indenture"). Each such payment shall be made on the date such payment is due and without any presentment or surrender of this Note. Whenever the date scheduled for any payment to be made hereunder or under the Indenture shall not be a Business Day, then such payment need not be made on such scheduled date but may be made on the next succeeding Business Day with the same force and effect as if made on such scheduled date and (provided such payment is made on such next succeeding Business Day) no interest shall accrue on the amount of such payment from and after such scheduled date to the time of such payment on such next succeeding Business Day.

Each holder hereof, by its acceptance of this Note, agrees that each payment received by it hereunder shall be applied, first, to the payment of accrued but unpaid interest on this Note then due, second, to the payment of any Make-Whole Amount then due, and third, to the payment of the remaining outstanding principal amount of this Note.

This Note is one of the Notes referred to in the Indenture and those certain separate Note Purchase Agreements, dated June 13, 2001, between the Company and the respective Purchasers named therein (the "Note Purchase Agreements") which have been or are to be issued by the Company pursuant to the terms of the Indenture and the Note Purchase Agreements. Reference is hereby made to the Indenture for a statement of the rights of the holder of, and the nature and extent of the security for, this Note, as well as for a statement of the terms and conditions of the Indenture, to all of which terms and conditions in the Indenture each holder hereof agrees by its acceptance of this Note.

This Note is subject to redemption in whole or in part, at any time upon at least 30 days advance notice at a price equal to the sum of (a) accrued and unpaid interest to the date of redemption on the principal amount of this Note to be redeemed, (b) the principal amount of this Note being redeemed, and (c) the Make-Whole Amount, if any. The holder hereof, by its acceptance of this Note, agrees to be bound by the provisions of Section 2.01 of the Indenture relating to redemption.

This Note is a registered Note and is transferable, as provided in the Indenture, only upon surrender of this Note for registration of transfer duly endorsed by, or accompanied by a written statement of transfer duly executed by, the registered holder hereof or his attorney duly authorized

in writing. Prior to the due presentation for registration of transfer of this Note, the Company and the Trustee may deem and treat the registered holder of this Note as the absolute owner and holder hereof for the purpose of receiving payment of all amounts payable with respect hereto and for all other purposes and shall not be affected by any notice to the contrary.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

All terms used in this Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

In Witness Whereof, the Company has caused this Note to be executed by one of its authorized officers as of the date hereof.

UNION TANK CAR COMPANY

By: _____
Name:
Title:

Attest:

Secretary

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This is one of the Notes referred to in the within-mentioned Indenture.

BANK ONE, N.A., as Trustee

By: _____
Authorized Officer

[Insert Exhibit A—Amortization Schedule]

WHEREAS, it is desired to secure to the holders of the Notes the payment of the principal thereof when due, whether by declaration or otherwise, the Make-Whole Amount, if any, and interest thereon as hereinafter provided;

GRANTING CLAUSE

NOW, THEREFORE, THIS INDENTURE AND SECURITY AGREEMENT WITNESSETH, that, to secure the prompt payment of the principal of and interest and Make-Whole Amount, if any, on and all other amounts due with respect to the Notes from time to time outstanding hereunder and the performance and observance by the Company of all the agreements, covenants and provisions herein and in the Notes all for the benefit of the holders of the Notes, and for the uses and purposes and subject to the terms and provisions hereof, and in consideration of the premises and of the covenants herein contained, and of the acceptance of the Notes by the holders thereof, the Company does hereby assign, transfer, mortgage and pledge and confirm unto the Trustee, its successors and assigns, for the security and benefit of the holders of the Notes from time to time, a security interest in and mortgage lien on all right, title and interest of the Company in and to the following described property, instruments, rights, interests and privileges (which collectively, including all property hereafter required to be subjected to the Lien of this Indenture by any instrument supplemental hereto, being herein called the "Indenture Estate"), to wit:

(1) the Equipment and all substitutions therefor, all as more particularly described in this Indenture and in any Indenture Supplements executed and delivered with respect to the Equipment or any such substitutions therefor, as provided in this Indenture;

(2) that certain Senior Secured Note due 2016 in the initial principal amount of \$17,822,000 made by EXSIF Worldwide, Inc. and payable to the Company or registered assigns in substantially the form attached hereto as Exhibit A (the "EXSIF Note") and all substitutions therefor;

(3) that certain Security Agreement dated June 13, 2001, between EXSIF Worldwide, Inc. and the Company in substantially the form attached hereto as Exhibit B (as amended or supplemented from time to time, the "EXSIF Security Agreement") and all substitutions therefor;

(4) all monies and securities now or hereafter paid or deposited or required to be paid or deposited with the Trustee pursuant to any term of this Indenture, or required to be held by the Trustee hereunder or thereunder, including, without limitation, all Permitted Investments held by the Trustee from time to time; and

(5) all proceeds of the foregoing, other than proceeds of the EXSIF Note (except to the extent provided in Section 4.08 hereof).

HABENDUM CLAUSE

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Trustee, its successors and assigns, in trust for the benefit and security of the holders of the Notes from time to time, without any priority of any one Note over any other Note, and for the uses and purposes, and subject to the terms and provisions, set forth in this Indenture.

The Company agrees that at any time and from time to time, upon the written request of the Trustee, the Company will promptly and duly execute and deliver or cause to be executed and delivered any and all such further instruments and documents as the Trustee may reasonably deem to be necessary in order to obtain the full benefits of this assignment and of the rights and powers herein granted.

The Company does hereby warrant and represent that it has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as the assignment hereunder shall remain in effect, any of its right, title or interest hereby assigned, to anyone other than the Trustee.

IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto as follows:

ARTICLE ONE

Definitions

SECTION 1.01 Definitions. The following terms (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this Indenture shall have the respective meanings hereinafter specified:

Affiliate of any Person shall mean any Person which, directly or indirectly, controls or is controlled by, or is under common control with, such Person. For the purposes of this definition, control (including controlled by and under common control with), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

Business Day shall mean any day, other than a Saturday or Sunday or a day on which commercial banking institutions or trust companies are authorized or required by law, regulation or executive order to be closed in New York, New York or Chicago, Illinois or, so long as any Note is outstanding, a city and state in which the Corporate Trust Office of the Trustee is located.

Capital Lease means, at any time, a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP.

Casualty Occurrence shall have the meaning set forth in Section 3.05 hereof.

Collateral shall mean all Equipment, the EXSIF Note, the EXSIF Security Agreement and all monies and securities at the time subject to the terms of this Indenture.

Company shall mean Union Tank Car Company, a Delaware corporation (whose chief place of business and chief executive office is currently located at 225 West Washington Street, Chicago, Illinois 60606), and any successor or successors to it complying with the provisions of Section 5.09.

Containers shall mean ISO tank containers and wheeled chassis subject from time to time to the lien granted under the EXSIF Security Agreement.

Corporate Trust Office shall mean the principal office of the Trustee, at which the corporate trust business of the Trustee shall, at the time in question, be administered, which office is, on the date of execution of this Indenture, located at 1 Bank One Plaza, Suite IL10126, Chicago, Illinois 60670.

Cost, when used in respect of Equipment not built by the Company or any Affiliate of the Company, shall mean the actual cost thereof to the Company and, in respect of Equipment built by the Company or any such Affiliate, shall mean an amount not in excess of "car builder's cost", including direct cost of labor, material and overhead but excluding any manufacturing profit.

Default shall mean

- (i) any Event of Default; and
- (ii) any event or condition, the occurrence or existence of which, with the giving of notice or the passage of time or both, could constitute an Event of Default.

The Company shall be considered to "be in Default" if a Default shall have occurred and be continuing.

Default Rate shall mean 8.82% per annum (computed on a basis of 360-day year of twelve 30-day months).

Engineer's Certificate shall mean a certificate signed by a person appointed by the Company who shall be an engineer, appraiser or other expert, as the case may require. Such person may be an officer or employee of the Company except where this Agreement specifically requires the signature of an independent engineer, appraiser or other expert.

Environmental Laws shall mean any and all federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including

but not limited to those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

Equipment shall mean standard-gauge railroad tank cars and covered hopper cars, which tank cars and covered hopper cars are rolling stock used or intended for use in connection with interstate commerce and which were first put into use on or after January 1, 2000, all as set forth on Schedule I hereto, and having an aggregate Cost of not less than \$123,016,012.

Event of Default shall mean any event specified in Section 4.01 to be an Event of Default.

EXSIF means EXSIF Worldwide, Inc., a Delaware corporation and an indirect majority-owned subsidiary of the Company.

EXSIF Note shall have the meaning set forth in the Granting Clause hereof.

EXSIF Security Agreement shall have the meaning set forth in the Granting Clause hereof.

GAAP shall mean generally accepted accounting principles as in effect from time to time in the United States of America.

Guaranty means, with respect to any Person, any obligation (except the endorsement in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing or in effect guaranteeing any indebtedness, dividend or other obligation of any other Person in any manner, whether directly or indirectly, including (without limitation) obligations incurred through an agreement, contingent or otherwise, by such Person:

(a) to purchase such indebtedness or obligation or any property constituting security therefor;

(b) to advance or supply funds (i) for the purchase or payment of such indebtedness or obligation, or (ii) to maintain any working capital or other balance sheet condition or any income statement condition of any other Person or otherwise to advance or make available funds for the purchase or payment of such indebtedness or obligation;

(c) to lease properties or to purchase properties or services primarily for the purpose of assuring the owner of such indebtedness or obligation of the ability of any other Person to make payment of the indebtedness or obligation; or

(d) otherwise to assure the owner of such indebtedness or obligation against loss in respect thereof.

In any computation of the indebtedness or other liabilities of the obligor under any Guaranty, the indebtedness or other obligations that are the subject of such Guaranty shall be assumed to be direct obligations of such obligor.

The word “holder”, when used with respect to Notes, shall include the plural as well as the singular number.

Indebtedness with respect to any Person means, at any time, without duplication,

(a) its liabilities for borrowed money and its redemption obligations in respect of mandatorily redeemable Preferred Stock;

(b) its liabilities for the deferred purchase price of property acquired by such Person (excluding accounts payable arising in the ordinary course of business but including all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property);

(c) all liabilities appearing on its balance sheet in accordance with GAAP in respect of Capital Leases;

(d) all liabilities for borrowed money secured by any Lien with respect to any property owned by such Person (whether or not it has assumed or otherwise become liable for such liabilities);

(e) all its liabilities in respect of letters of credit or instruments serving a similar function issued or accepted for its account by banks and other financial institutions (whether or not representing obligations for borrowed money);

(f) Swaps of such Person; and

(g) any Guaranty of such Person with respect to liabilities of a type described in any of clauses (a) through (f) hereof.

Independent Engineer shall mean one of the following engineers, appraisers or other experts appointed by the Company so long as, at the time of its appointment, such Person (a) is in fact independent, (b) does not have any substantial interest, direct or indirect, in the Company or in any other obligor on the Notes or in any Affiliate of the Company or any such other obligor and (c) is not connected with the Company or any other obligor on the Notes or any Affiliate of the Company or any such other obligor as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions: Railsolutions, Norm W. Seip and Associates or Railmark.

Institutional Investor shall mean (a) any original purchaser of a Note, (b) any Noteholder holding more than 2% of the aggregate principal amount of the Notes then outstanding, and (c) any bank, trust company, savings and loan association or other financial

institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form.

Liens shall mean, as to any Person, any mortgage, lien, pledge, adverse claim, charge, security interest or other encumbrance in or on, or interest or title of any vendor, lessor (excluding lessors under non-capitalized leases), lender or other secured party to or of such Person under conditional sale or other title retention agreement or capital lease with respect to any property or asset of such Person, or the signing or filing of a financing statement which names such Person as debtor, or the signing of any security agreement authorizing any other party as the secured party thereunder to file any financing statement (including, in the case of stock, stockholder agreements, voting trust agreements and all similar agreements).

Make-Whole Amount shall mean, with respect to the principal amount of any Note to be redeemed on any redemption date, the amount to be determined as of the third Business Day prior to the applicable redemption date, equal to the product obtained by multiplying (a) the excess, if any, of (i) the sum of the present values of all the remaining scheduled payments of principal and interest from the redemption date to maturity of such Note (net of any accrued but unpaid interest thereon), discounted semi-annually on each June 1 and December 1 at a rate equal to the Treasury Rate plus .50%, based on a 360-day year of twelve 30-day months, over (ii) the aggregate unpaid principal amount of such Note by (b) a fraction the numerator of which shall be the principal amount of such Note to be redeemed on such redemption date and the denominator of which shall be the aggregate unpaid principal amount of such Note. The Make-Whole Amount will be calculated by Salomon Smith Barney, Inc. or any successor or, if no such Person shall exist, then an independent investment banking institution of national standing appointed by the Company with the written consent of holders of at least 51% of the then-outstanding principal amount of the Notes (the "Independent Investment Banker"). In calculating the Make-Whole Amount, the Independent Investment Banker will first determine the Treasury Rate applicable to the Note.

Material Adverse Effect shall mean a material adverse effect on (a) the business, operations, affairs, financial condition, assets or properties of the Company or (b) the ability of the Company to perform its obligations under this Indenture, the Note Purchase Agreement or the Notes, or (c) the validity or enforceability of this Indenture, the Note Purchase Agreement or the Notes.

Maturity Date shall mean June 1, 2016.

Note Purchase Agreement shall mean each of those certain Note Purchase Agreements, dated June 13, 2001, between the Company and the respective original purchasers of the Notes.

Noteholder shall mean the Person in whose name a Note is registered in the Register.

Notes shall mean the Senior Secured Notes issued hereunder.

Officers' Certificate shall mean a Certificate signed by the Chairman of the Board, or the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary of the Company, which officer is in a position to know the truth and accuracy thereof.

Opinion of Counsel shall mean an opinion in writing signed by legal counsel who shall be acceptable to the Trustee and who may, unless in a particular instance the Trustee shall otherwise require, be an employee of or counsel to the Company or an Affiliate of the Company. The acceptance by the Trustee of, and its action on, an Opinion of Counsel shall be sufficient evidence that such counsel is satisfactory to the Trustee.

Penalty Rate shall mean 2% per annum over the rate specified in the Notes.

Permitted Investments shall mean bonds, notes or other direct obligations of the United States of America or obligations for which the full faith and credit of the United States is pledged to provide for the payment of the interest and principal of such obligations and which mature within one year of the date of purchase.

Person shall mean an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization or a government or agency or political subdivision thereof.

Preferred Stock means any class of capital stock of a corporation that is preferred over any other class of capital stock of such corporation as to the payment of dividends or the payment of any amount upon liquidation or dissolution of such corporation.

Record Date shall mean with respect to any Scheduled Payment Date, the close of business on the May 15 or November 15 (whether or not a Business Day), as the case may be, next preceding such Scheduled Payment Date.

Request shall mean a written request for the action therein specified, delivered to the Trustee, dated not more than 10 days prior to the date of delivery to the Trustee and signed on behalf of the Company by the Chairman of the Board, the President, a Vice President or the Treasurer of the Company.

Responsible Officer shall mean (i) with respect to the initial Trustee, any officer assigned by the Trustee to administer corporate trust matters; (ii) with respect to any successor Trustee, the chairman or vice-chairman of the board of directors or trustees, the chairman or vice-chairman of the executive or standing committee of the board of directors or trustees, the president, the chairman of the committee on trust matters, any vice-president, any second vice-president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, the cashier, any assistant cashier, any trust officer or assistant trust officer, the comptroller and any assistant comptroller; and (iii) with respect to the Company, the chief financial officer, principal accounting officer, treasurer or comptroller, and any other officer with responsibility for the administration of the relevant portion of this Indenture.

Responsible Officer also means, with respect to any Trustee, any other officer of the Trustee customarily performing functions similar to those performed by the persons who at the time shall be any of the above designated officers, and with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

Scheduled Payment Date shall have the meaning set forth in Section 2.01.

SEC shall mean the United States Securities and Exchange Commission.

Senior Financial Officer shall mean the chief financial officer, principal accounting officer, treasurer or comptroller of the Company.

Subordinated Indebtedness shall mean any Indebtedness of the Company (whether outstanding on the date of issuance of the Notes or thereafter incurred) that is subordinate or junior in right of payment to the Notes or any other senior Indebtedness of the Company pursuant to a written agreement.

Swaps means, with respect to any Person, payment obligations with respect to interest rate swaps, currency swaps and similar obligations obligating such Person to make payments, whether periodically or upon the happening of a contingency. For the purposes of this Agreement, the amount of the obligation under any Swap shall be the amount determined in respect thereof as of the end of the then most recently ended fiscal quarter of such Person, based on the assumption that such Swap had terminated at the end of such fiscal quarter, and in making such determination, if any agreement relating to such Swap provides for the netting of amounts payable by and to such Person thereunder or if any such agreement provides for the simultaneous payment of amounts by and to such Person, then in each such case, the amount of such obligation shall be the net amount so determined.

Treasury Rate means, with respect to the calculation of Make-Whole Amount, the yield to maturity implied by (i) the yields reported, as of 10:00 A.M. (New York City time) on the second Business Day preceding the date of redemption with respect to such Note, on the display designated as "PX-1" on the Bloomberg Financial Market Screen (or such other display as may replace "PX-1" on the Bloomberg Financial Market Screen) for actively traded U.S. Treasury securities having a maturity equal to the remaining average life of such Note as of such date of redemption, or (ii) if such yields are not reported as of such time or the yields reported as of such time are not ascertainable, the Treasury Constant Maturity Series Yields reported, for the latest day for which such yields have been so reported as of the second Business Day preceding the date of redemption with respect to such Note, in Federal Reserve Statistical Release H.15 (519) (or any comparable successor publication) for actively traded U.S. Treasury securities having a constant maturity equal to the remaining average life of such Note as of such date of redemption. Such implied yield will be determined by the Independent Investment Banker, if necessary, by (a) converting U.S. Treasury bill quotations to bond-equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the actively traded U.S. Treasury security

with the maturity closest to and greater than the remaining average life and (2) the actively traded U.S. Treasury security with the maturity closest to and less than the remaining average life.

Trustee shall mean Bank One, N.A., solely in its capacity as Trustee, and, subject to the provisions of Article Seven, any successor as trustee hereunder.

Value, as used herein, shall mean an amount determined as follows:

(1) the Value of any unit of Equipment released by the Trustee as provided in Section 3.04 or Section 3.05, and as used in Sections 4.01 and 5.03 in respect of Equipment, shall be deemed to be the greater of (a) the fair market value thereof and (b) the Cost thereof (as theretofore certified to the Trustee) less 1/20 of such Cost for each full year elapsed between the date such unit was first put into use (as theretofore so certified) and the date as of which Value is to be determined;

(2) the Value of any unit of Equipment for which a security interest is granted to the Trustee as provided in Section 3.04 or Section 3.05 shall be deemed to be the lesser of (a) the fair market value thereof and (b) the Cost of such unit or, in the case of any unit of Equipment not new, the Cost thereof less 1/20 of such Cost for each full year elapsed between the date such unit was first put into use and the date of the transfer thereof to the Trustee;

(3) the Value of the EXSIF Note and the EXSIF Security Agreement for purposes hereof shall be deemed to be the greater of (a) the then outstanding principal amount thereof plus accrued interest thereon and (b) the aggregate fair market value of the equipment then pledged as collateral under the EXSIF Security Agreement.

The words herein, hereof, hereby, hereto, hereunder and words of similar import refer to this Indenture as a whole and not to any particular Article, Section, paragraph or subdivision hereof.

SECTION 1.02 Compliance Certificates and Opinions. Upon any application or request by the Company to the Trustee to take any action under any provision of this Indenture, the Company shall furnish to the Trustee an Officers' Certificate stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional Certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to Section 6.03(c)) shall include:

(a) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are used;

(c) a statement that, in the opinion of each such individual, he or she has made such examination or investigation as necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

SECTION 1.03 Form of Documents Delivered to Trustee. In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters and any such Person may certify or give an opinion as to such matters in one or several documents.

Any Opinion of Counsel stated to be based on the opinion of other counsel shall be accompanied by a copy of such other opinion.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

SECTION 1.04 Acts of Noteholders.

(a) Any direction, consent, waiver or other action provided by this Indenture to be given or taken by Noteholders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Noteholders in person or by an agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the “Act” of the Noteholders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Company, if made in the manner provided in this Section.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction authorized to take acknowledgments of deeds or administer oaths that the Person executing such instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution sworn

to before any such notary or such other officer and where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other reasonable manner which the Trustee deems sufficient. In the absence of bad faith on the part of the Trustee, an Officers' Certificate may be deemed to be conclusively proved.

(c) In determining whether the Noteholders of the requisite aggregate unpaid principal then outstanding have given any direction, consent or waiver (a "Direction"), under this Indenture, Notes owned by the Company or any Affiliate of the Company shall be disregarded and deemed not to be outstanding under this Indenture for purposes of any such determination. In determining whether the Trustee shall be protected in relying upon any such Direction, only Notes which the Trustee knows to be so owned shall be so disregarded. Notwithstanding the foregoing, (i) if any such Person owns 100% of the Notes outstanding, such Notes shall not be so disregarded as aforesaid, and (ii) if any amount of Notes so owned by any such Person has been pledged in good faith, such Notes shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not the Company, or any Affiliate thereof.

(d) The Company may at its option by delivery of an Officers' Certificate to the Trustee set a record date to determine the Noteholders entitled to give any consent, request, demand, authorization, direction, notice, waiver or other Act. Such record date shall be the record date specified in such Officers' Certificate which shall be a date not more than 30 nor less than 15 days prior to the first solicitation of Noteholders in connection therewith. If such a record date is fixed, such consent, request, demand, authorization, direction, notice, waiver or other Act may be given before or after such record date, but only the Noteholders of record at the close of business on such record date shall be deemed to be Noteholders for the purposes of determining whether Noteholders of the requisite aggregate principal amount then outstanding have authorized or agreed or consented to such consent, request, demand, authorization, direction, notice, waiver or other Act, and for that purpose the outstanding Notes shall be computed as of such record date; provided that no such consent, request, demand, authorization, direction, notice, waiver or other Act by the Noteholders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than one year after the record date.

(e) Any direction, consent, waiver or other action by the registered holder of any Note shall bind the registered holder of every Note issued upon the transfer thereof or in exchange thereof or in lieu thereof, whether or not notation of such action is made upon such Note.

(f) Except as otherwise provided in Section 1.04(c), Notes owned by or pledged to any Person shall have an equal and proportionate benefit under the provisions of this Indenture, without preference, priority, or distinction as among all of the Notes.

(g) The Company will not directly or indirectly pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, or grant any security, to any holder of Notes as consideration for or as an inducement to the entering into by any holder of Notes or any waiver or amendment of any of the terms and provisions hereof unless such remuneration is concurrently paid, or security is concurrently granted, on the same terms, ratably to each holder of Notes then outstanding even if such holder did not consent to such waiver or amendment.

(h) Any amendment or waiver consented to as provided in this Section 1.04 applies equally to all holders of Notes and is binding upon them and upon each future holder of any Note and upon the Company without regard to whether such Note has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant, agreement, Default or Event of Default not expressly amended or waived or impair any right consequent thereon. No course of dealing between the Company and the holder of any Note nor any delay in exercising any rights hereunder or under any Note shall operate as a waiver of any rights of any holder of such Note. As used herein, the term "*this Indenture*" and references thereto shall mean this Indenture as it may from time to time be amended or supplemented.

ARTICLE TWO

Amortization of Principal; Interest; Redemption

SECTION 2.01 Principal and Interest Payments; Maturity; Redemption. The Notes shall bear interest at 6.82% per annum and shall be payable as follows (unless payment thereof is accelerated pursuant to Article Four of this Indenture): principal shall be paid in installments on the dates set forth in Exhibit A to the form of Note set forth in the second Whereas clause of this Indenture, commencing June 1, 2002, and each June 1 thereafter to and including June 1, 2016, each such installment to be in an amount equal to the corresponding percentage, if any, of the remaining principal amount set forth in Exhibit A to the form of Note, and interest on the outstanding principal shall be paid in semiannual installments on June 1 and December 1 in each year (each, a "Scheduled Payment Date") commencing December 1, 2001. Interest on the Notes shall accrue from the date of original issue and shall be calculated on the basis of a 360-day year of twelve 30-day months. Interest shall be payable on overdue installments of principal and, to the extent legally enforceable, interest at the Default Rate.

The Company may, at its option, upon notice as provided below, redeem at any time all, or from time to time any part of, the Notes, in an amount not less than \$5,000,000 in the case of a partial redemption, for the sum of (a) accrued interest to the date of redemption, (b) the principal amount of the Notes being redeemed and (c) the Make-Whole Amount, if any, determined as of the redemption date with respect to such principal amount. The Company will give each holder of Notes written notice of each optional redemption under this Section 2.01 not less than 30 days and not more than 60 days prior to the date fixed for such redemption. Each such notice shall specify such date, the aggregate principal amount of the Notes to be redeemed on such date, the principal amount of each Note held by such holder to be redeemed (determined in accordance with the following

paragraph), and the interest to be paid on the redemption date with respect to such principal amount being redeemed, and shall be accompanied by a certificate of a Senior Financial Officer of the Company as to the estimated Make-Whole Amount, if any, due in connection with such redemption (calculated as if the date of such notice were the date of the redemption), setting forth the details of such computation. Two Business Days prior to such redemption, the Company shall deliver to each holder of Notes a certificate of a Senior Financial Officer of the Company specifying the calculation of such Make-Whole Amount, if any, as of the specified redemption date.

The Company acknowledges that each holder of a Note has the right to maintain its investment in the Notes free from repayment by the Company (except as herein specifically provided for) and that the provision for payment of a Make-Whole Amount by the Company in the event that the Notes are redeemed is intended to provide compensation for the deprivation of such right under such circumstances.

In the case of a partial redemption of the Notes, the principal amount of the Notes to be redeemed shall be allocated among all of the Notes at the time outstanding in proportion, as nearly as practicable, to the respective unpaid principal amounts thereof not theretofore called for redemption.

In the case of each redemption of Notes pursuant to this Section 2.01, the principal amount of each Note to be redeemed shall mature and become due and payable on the date fixed for such redemption, together with interest on such principal amount accrued to such date and the applicable Make-Whole Amount, if any. From and after such date, unless the Company shall fail to pay such principal amount when so due and payable, together with interest and Make-Whole Amount, if any, as aforesaid, interest on such principal amount shall cease to accrue. Any Note redeemed in full shall be surrendered to the Company and cancelled and shall not be reissued, and no Note shall be issued in lieu of any redeemed principal amount of any Note.

The Company will not, and will not permit any of its Affiliates that are under its control to, purchase, redeem, prepay or otherwise acquire, directly or indirectly, any of the outstanding Notes except (a) upon the payment or redemption of the Notes in accordance with the terms of this Indenture or (b) pursuant to an offer to purchase made by the Company or any Affiliate pro rata to the holders of all Notes at the time outstanding upon the same terms and conditions. Any such offer shall provide each holder with sufficient information to enable it to make an informed decision with respect to such offer, and shall remain open for at least 20 Business Days. If the holders of more than 25% of the principal amount of the Notes then outstanding accept such offer, the Company or the Affiliate making the offer shall promptly notify the remaining holders of such fact and the expiration date for the acceptance by holders of Notes of such offer shall be extended by the number of days necessary to give each such remaining holder at least 10 Business Days from its receipt of such notice to accept such offer. The Company will promptly cancel all Notes acquired by it or any Affiliate pursuant to any payment, prepayment or purchase of Notes pursuant to any provision of this Agreement and no Notes may be issued in substitution or exchange for any such Notes.

Payment of the principal, Make-Whole Amount, if any, and interest on the Notes shall be made by the Company at the Corporate Trust Office in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

So long as an initial holder of a Note or its nominee shall be the holder of any Note, and notwithstanding anything contained in the preceding paragraph or in such Note to the contrary, the Company will pay all sums becoming due on such Note for principal, Make-Whole Amount, if any, and interest by the method and at the address specified for such purpose below such Noteholder's name in Schedule A to the Note Purchase Agreement between the Company and such Noteholder, or by such other method or at such other address as such holder shall have from time to time specified to the Company in writing for such purpose, without the presentation or surrender of such Note or the making of any notation thereon, except that upon written request of the Company made concurrently with or reasonably promptly after payment or prepayment in full of any Note, the holder of such Note shall surrender such Note for cancellation, reasonably promptly after any such request, to the Company at its principal executive office or at the place of payment most recently designated by the Company pursuant to the preceding paragraph. Prior to any sale or other disposition of any Note held by an initial holder of a Note or its nominee such holder will, at its election, either endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon or surrender such Note to the Company in exchange for a new Note or Notes pursuant to Section 2.04. The Company will afford the benefits of this paragraph to any Institutional Investor that is the direct or indirect transferee of any Note and that has made the same agreement relating to such Note as contained in this paragraph.

SECTION 2.02 Form, Execution and Characteristics of Notes.

(a) The Notes shall be in substantially the form hereinbefore set forth.

(b) The Notes shall be signed in the name and on behalf of the Company by the manual or facsimile signature of one of its officers and its corporate seal or a facsimile thereof shall be affixed or imprinted thereon and attested by the manual or facsimile signature of one of its officers. In case any officer of the Company whose signature, whether facsimile or not, shall appear on any of the Notes shall cease to be such officer of the Company before the Notes shall have been issued and delivered by the Company or shall not have been acting in such capacity on the date of the Notes, such Notes may be adopted by the Company and be issued and delivered as though such person had not ceased to be or had then been such officer of the Company.

(c) The Notes (i) shall be issuable in denominations of U.S. \$1,000 or any multiple thereof; (ii) shall be registered, as to both principal and interest, in the name of the holders; (iii) shall be transferable in whole or in part upon presentation and surrender thereof for transfer at the Corporate Trust Office, accompanied by appropriate instruments of assignment and transfer, duly executed by the registered holder of the surrendered Note or by duly authorized attorney, in form satisfactory to the Trustee; (iv) shall be dated as of the date of issue unless issued in exchange for another Note bearing unpaid interest from an earlier date, in which case they shall be dated as of

such earlier date; (v) shall entitle the registered holder to interest from the date thereof; and (vi) shall be exchangeable for an aggregate principal amount of Notes of authorized denominations of like tenor and maturity equal to the then unpaid principal amount of Notes being exchanged.

(d) Anything contained herein to the contrary notwithstanding, prior to due presentment for registration of transfer, the parties hereto may deem and treat the registered holder of any Notes as the absolute owner of such Notes for all purposes and shall not be affected by any notice to the contrary.

(e) The Trustee shall cause to be kept at the Corporate Trust Office books for the registration of transfer of the Notes and, upon presentation of the Notes for such purpose, the Trustee shall register any transfer as hereinabove provided, and under such reasonable regulations as it may prescribe.

(f) Each Note delivered pursuant to any provision of this Indenture in exchange or substitution for, or upon the transfer of the whole or any part, as the case may be, of one or more other Notes shall carry all the rights to principal and to interest accrued and unpaid and to accrue, which were carried by the whole or such part, as the case may be, of such one or more other Notes, and, notwithstanding anything contained in this Indenture, such Note shall be so dated that neither gain nor loss in interest or principal shall result from such exchange, substitution or transfer and a notation of all previous principal payments shall be endorsed on the reverse side thereof.

The Trustee shall not be required to issue, transfer or exchange Notes for a period of 15 days next preceding any principal or interest payment date, nor shall it be required to issue, transfer or exchange Notes that have been called for redemption.

(g) The definitive Notes shall be printed, lithographed, typewritten or engraved or produced by any combination of these methods, all as determined by the officer executing such Notes as evidenced by such execution.

(h) The Notes shall in all respects rank senior to all Subordinated Indebtedness of the Company. The Notes shall rank *pari passu* with all existing and future secured Indebtedness of the Company that by its terms constitutes senior Indebtedness of the Company.

SECTION 2.03 Authentication of Notes. Upon receipt of an order of the Company in the form of an Officers' Certificate, the Trustee shall duly authenticate and deliver Notes in authorized denominations equaling in the aggregate the aggregate principal amount of the Notes to be issued hereunder.

SECTION 2.04 Registration of Transfer and Exchange of Notes. The Trustee shall cause to be kept at the Corporate Trust Office or the office or agency to be maintained by it in accordance with the provisions of Section 7.12 a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Trustee shall provide for the registration of Notes and of transfers and exchanges of Notes as herein provided. The Trustee shall initially be the registrar

(the "Registrar") for the purpose of registering Notes and transfers and exchanges of Notes as herein provided.

Upon presentation for registration of transfer of any Note at the Corporate Trust Office or such other office or agency, the Trustee shall execute, authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes in authorized denominations of a like aggregate unpaid principal amount.

At the option of a Noteholder, Notes may be exchanged for other Notes of authorized denominations of a like aggregate unpaid principal amount, upon surrender of the Notes to be exchanged at any such office or agency. Whenever any Notes are so surrendered for exchange, the Trustee shall promptly execute, authenticate and deliver the Notes that the Noteholder making the exchange is entitled to receive. Every Note presented or surrendered for registration of transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee and the Registrar duly executed by the Noteholder thereof or its attorney duly authorized in writing.

No service charge shall be made to a Noteholder for any registration of transfer or exchange of Notes, but the Trustee shall require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any transfer or exchange of Notes.

All Notes surrendered for registration of transfer and exchange shall be canceled and subsequently disposed of by the Trustee in accordance with its customary procedures.

SECTION 2.05 Each holder of a Note agrees to indemnify the Company and the Trustee against any liability that may result from the transfer, exchange or assignment of such holder's Note in violation of any provision of this Indenture and/or applicable United States federal or state securities laws.

The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

SECTION 2.06 Persons Deemed Owners. Prior to due presentation of a Note for registration of transfer, the Trustee, the Registrar, and any paying agent of the Trustee may treat the Person in whose name any Note is registered as the owner of such Note for all purposes whatsoever, and neither the Trustee, the Registrar, nor any paying agent of the Trustee shall be affected by any notice to the contrary.

SECTION 2.07 Cancellation. All Notes surrendered for payment or transfer or exchange shall, if surrendered to any Person party hereto other than the Registrar, be delivered to the Registrar for cancellation. No Notes shall be authenticated in lieu of or in exchange for any

Notes canceled as provided in this Section, except as expressly permitted by this Indenture. All canceled Notes held by the Registrar shall be disposed of by the Trustee in accordance with its customary procedures.

SECTION 2.08 Replacement of Lost Notes. In case any Note shall become mutilated or defaced or be lost, destroyed or stolen, then on the terms herein set forth, and not otherwise, the Trustee shall promptly execute and deliver a new Note in the then unpaid principal amount of the predecessor Note and bearing such identifying number or designation as the Trustee may determine, in exchange and substitution for, and upon cancellation of, the mutilated or defaced Note, or in lieu of and in substitution for the same if lost, destroyed or stolen. The applicant for a new Note pursuant to this Section shall furnish to the Trustee and to the Company evidence to their satisfaction of the loss, destruction or theft of such Note alleged to have been lost, destroyed or stolen and of the ownership and authenticity of such mutilated, defaced, lost, destroyed or stolen Note, and also shall furnish such security or indemnity as may be required by the Trustee and the Company in their discretion, and shall pay all expenses and charges of such substitution or exchange. In the case of each of the original purchasers of Notes or any Institutional Investor transferee, a letter of indemnity in form reasonably satisfactory to the Company and the Trustee from such holder shall be sufficient security and indemnity. All Notes are held and owned upon the express condition that the foregoing provisions are exclusive in respect of the replacement of mutilated, defaced, lost, destroyed or stolen Notes and shall preclude any and all other rights and remedies, any law or statute now existing or hereafter enacted to the contrary notwithstanding.

ARTICLE THREE

Collateral

SECTION 3.01 Additional and Substituted Equipment and Other Collateral Subject Hereto. In the event that the Company shall, as provided in Section 3.04, cause to be transferred to the Trustee other Equipment or cash in addition to or in substitution for any of the Equipment or other Collateral herein specifically described or subjected hereto, as a condition to any release of Collateral contemplated in connection with such transfer, such other Equipment or cash shall be included as part of the Collateral by supplement hereto to be executed by the Trustee and the Company in accordance with Article Eight and shall be subject to all the terms and conditions hereof in all respects as though it had been part of the Equipment or other Collateral herein specifically described.

SECTION 3.02 Termination of Security. After all payments which are required to be made on the Notes pursuant to this Indenture have been completed and fully made by the Company, (1) any moneys or Permitted Investments remaining in the hands of the Trustee after providing for all outstanding Notes and after paying the expenses of the Trustee, including its reasonable compensation, shall be paid to the Company and (2) the Trustee shall execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear upon public records the release of the Collateral from the security interest granted hereunder, under the laws of any jurisdiction.

SECTION 3.03 Indemnity. The Company covenants and agrees to indemnify the Trustee against any and all claims arising out of or connected with the use of any of the Equipment, and particularly against any and all claims arising out of the use of any patented inventions in and about the Equipment, and to comply in all respects with the laws of the United States of America and of all the states, foreign countries and other jurisdictions in which the Equipment, or any unit thereof, may be operated, and with all lawful acts, rules, regulations and orders of any commissions, boards and other legislative, executive, administrative or judicial bodies or officers having power to regulate or supervise any of the Equipment, including without limitation all lawful acts, rules, regulations and orders of any body having competent jurisdiction relating to automatic coupler devices or attachments, air brakes or other appliances; provided, however, that the Company may in good faith contest the validity of any such law, act, rule, regulation or order, or the application thereof to the Equipment or any part thereof, in any manner which does not contest the validity of the Notes, the Note Purchase Agreements, this Indenture or the security interests granted to the Trustee hereunder, and which will not in the judgment of the Trustee otherwise endanger the rights or interests of the Trustee or of the holders of the Notes. The Company shall not be relieved from any of its obligations hereunder by reason of the assertion or enforcement of any such claims or the commencement or prosecution of any litigation in respect thereof. The Company's obligation to indemnify the Trustee under this Section 3.03 shall survive the termination of this Indenture.

SECTION 3.04 Substitution and Replacement of Equipment and Other Collateral. At any time and from time to time, as required for valid business reasons arising in the ordinary course of the Company's business (as determined in the Company's reasonable discretion), the Company may issue to the Trustee a Request, and upon such Request, the Trustee shall execute and deliver a release of all the right and interest of the Trustee in and to any of the units of Equipment or other Collateral as provided herein; provided, however, that, at the option of the Company, (a) there shall be paid to the Trustee cash in an amount not less than the Value, as of the date of such Request, of the units of Equipment or other Collateral to be released by the Trustee or (b) there shall be conveyed to the Trustee, at the time of release of any units of Equipment or other Collateral, a first priority, perfected security interest in other units of Equipment free and clear of any other Liens and with a Value not less than the Value, as of the date of such Request, of the units of Equipment or other Collateral to be released.

At the time of delivery of any Request pursuant to the first paragraph of this Section, the Company shall, if other Equipment is to be conveyed to the Trustee in substitution for the Equipment or other Collateral to be released by the Trustee, deliver to the Trustee the following papers:

- (1) an Officers' Certificate stating (i) the Value, as of the date of said Request, of the Equipment or other Collateral so to be released by the Trustee and, if Equipment is to be released, the date such Equipment was first put into use (or that such Equipment was first put into use not later than a specified date), (ii) that the requested release by the Trustee will not impair the security under this Indenture in contravention of the provisions hereof, (iii) a description of the Equipment to be substituted, the Value thereof as of such date, the date such substituted Equipment was first put into use (or that such substituted Equipment was first put into use not earlier than a specified date) and that such substituted Equipment is free

and clear of any other Liens, (iv) that each such unit so to be substituted is Equipment as herein defined and (v) that the Company is not in Default;

(2) an Opinion of Counsel to the effect that a proper supplement hereto in respect of each substituted unit of Equipment has been duly executed by the Trustee and the Company as required by Section 8.04 and to the effect set forth in the second paragraph of Section 5.03;

(3) if the Cost of any Equipment to be released by the Trustee, less 1/20th of such Cost for each full year elapsed between the date such Equipment was first put into use (as previously so certified) and the date as of which the Value thereof is to be determined hereunder, plus the Cost of all other Equipment so released within the prior twelve months, less 1/20th of such Cost for each full year elapsed between the date such other Equipment was first put into use (as previously so certified) and the date as of which the Value thereof was determined, as set forth in the Note or Notes required by this Section 3.04, is more than 10% of the aggregate principal amount of Notes then outstanding, a certificate by an Independent Engineer stating, as of the date of said Request, both the Value of the Equipment so to be released by the Trustee and the Value of such substituted Equipment; and

(4) a supplemental indenture in accordance with Section 3.01 and Article Nine.

At the time of delivery of any Request pursuant to the first paragraph of this Section, the Company shall, if cash is to be paid to the Trustee in respect of the Equipment or other Collateral to be released by the Trustee, deliver to the Trustee an Officers' Certificate stating to the effect set forth in clauses (i), (ii) and (v) of subparagraph (1) as well as the certificate required by subparagraph (c), if applicable, of the second paragraph of this Section.

Cash deposited with the Trustee pursuant to this Section or Section 3.05 shall, from time to time, be paid over by the Trustee to the Company upon Request, against granting to the Trustee of a security interest hereunder in units of Equipment having a Value, as of the date of said Request, not less than the amount of cash so paid, and upon delivery to the Trustee of papers corresponding to those set forth in the second paragraph of this Section, with such appropriate modifications as may be approved by the Trustee.

At any time, and from time to time, the Trustee, on Request, shall invest and reinvest cash deposited with it pursuant to this Section or Section 3.05 in Permitted Investments, at such prices, including any premium and accrued interest, as are set forth in such Request. The Trustee shall provide the Company with prompt written notice of any loss resulting from any such investment directed by the Company and, within 5 Business Days following receipt of such notice, the Company shall deposit with the Trustee cash in an amount equal to such loss.

The Trustee shall send statements to the Company monthly reflecting activity for the account created hereunder for the preceding month. The Company hereby agrees that confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. The Trustee shall have no liability with respect to any investment,

reinvestment or liquidation of an investment made pursuant to this Section 3.04, other than by reason of the willful conduct or gross negligence of the Trustee. The Permitted Investments and all earnings from such investments shall be held by the Trustee subject to the provisions of this Indenture. Permitted Investments shall be liquidated by the Trustee and the cash proceeds thereof shall, from time to time, be paid over by the Trustee to the Company upon Request, against granting to the Trustee of a security interest hereunder in units of Equipment having a Value, as of the date of said Request, not less than the amount of cash so paid, together with all Leasehold Interests relating to such Equipment, and upon delivery to the Trustee of papers corresponding to those set forth in the second paragraph of this Section, with such appropriate modifications as may be approved by the Trustee.

SECTION 3.05 Maintenance of Equipment; Casualty Occurrences. The Company agrees that it will maintain and keep all the Equipment in good order and proper repair at its own cost and expense, unless and until it becomes worn out, unsuitable for use, obsolete or lost or destroyed (such occurrences being hereinafter called "Casualty Occurrences"). Whenever any of the Equipment shall suffer a Casualty Occurrence, the Company shall on or before the next following May 15, deliver to the Trustee an Officers' Certificate describing such Equipment and stating the Value thereof as of the date such Equipment suffered such Casualty Occurrence. When the total Value of all units of Equipment having suffered a Casualty Occurrence (exclusive of units having suffered a Casualty Occurrence in respect of which a payment or substitution shall have been made to the Trustee pursuant to this Section) shall exceed \$750,000 or 1% of the principal amount of the Notes then outstanding, whichever is less, the Company, within 30 days after it shall have been informed of such event, shall deliver to the Trustee an Officers' Certificate describing such Equipment and stating the Value thereof as of the date such Equipment suffered such Casualty Occurrence and either (i) deposit with the Trustee an amount in cash equal to the Value of such units of Equipment as of the date of the Casualty Occurrence in respect of each thereof or (ii) convey to the Trustee, in accordance with the procedures and requirements of Section 3.04, a first priority, perfected security interest in units of Equipment free and clear of any other Liens with a Value, as of the date of such conveyance, not less than the Value of the units of Equipment suffering such Casualty Occurrence(s), as of the date of the Casualty Occurrence in respect of each thereof, and with a remaining useful life not less than that of the units of Equipment suffering such Casualty Occurrence(s) immediately prior to such Casualty Occurrence(s). The rights and remedies of the Trustee to enforce its security interest hereunder shall not be affected by reason of any Casualty Occurrence. Cash deposited with the Trustee pursuant to this Section shall be held, invested and applied as provided in the fourth paragraph of Section 3.04.

Upon the deposit of cash with the Trustee pursuant to this Section 3.05, the Trustee shall execute and deliver a release in the form reasonably requested by the Company releasing to the Company all the right, title and interest of the Trustee in and to the Equipment which has suffered a Casualty Occurrence and in respect of which such deposit is made.

The Company agrees to furnish to the Trustee on or before May 15 in every calendar year commencing May 15, 2002, and during the continuance of the security interest granted hereunder, an Officers' Certificate, dated as of the preceding February 14, (1) stating the description and

numbers of all units of Equipment that may have suffered a Casualty Occurrence or which have been withdrawn from use pending major repairs (other than running repairs) since the date of the last preceding statement (or the date of this Indenture in the case of the first such statement), (2) that no Event of Default has occurred and is continuing, (3) that, in the opinion of the signers, the Company is in compliance with all of the terms of this Indenture and (4) covering such other matters as the Trustee may reasonably request.

The Trustee, by its agents, shall have the right at any reasonable time (which may be more frequent than once in each calendar year), but shall be under no duty, to inspect the Collateral at the then existing locations thereof.

SECTION 3.06 Possession of Collateral. Except as provided in this Section 3.06, without first obtaining the written consent of the Trustee and the holders of not less than 100% of the principal amount of the Notes then outstanding, the Company will not (a) assign or transfer its rights hereunder or under the Note Purchase Agreements, (b) transfer the Collateral or any part thereof (unless the Company complies with the substitution and replacement requirements of Section 3.04 hereof) or (c) part with the possession of, or suffer or allow to pass out of its possession and control, any of the Collateral (except for the EXSIF Note, possession of which shall be delivered to the Trustee in trust for the benefit and security of the holders of the Notes). An assignment or transfer to any Person which shall acquire all or substantially all the property of the Company (by merger, consolidation or otherwise) and which, by execution of an appropriate instrument satisfactory to the Trustee, shall assume and agree to perform each and all the obligations and covenants of the Company hereunder, all in accordance with the provisions of Section 5.09 hereof, shall not be deemed a breach of this covenant and such assignment, transfer or assumption shall have the effect of releasing the Company from its obligations hereunder and under the Note Purchase Agreements.

Notwithstanding the foregoing, so long as the Company shall not be in Default, the Company shall be entitled to the possession and use of the Equipment in accordance with the terms hereof, and the Company may also (a) furnish the Equipment or any part thereof to railroad companies for use upon the lines of railroad owned or operated by them or over which they have trackage rights and upon connecting and other railroads in the usual interchange of traffic, or to other than railroad companies for use in their business, in each case, within the United States and Canada, and (b) lease or contract to others located in the United States and Canada all or any part of the Equipment, but only, in either case, upon and subject to all the terms and conditions of this Indenture and the Note Purchase Agreements.

Any such lease or contract may provide that the party acquiring the use of units of Equipment, so long as it shall not be in default under such lease or contract, shall be entitled, subject to the rights of the Trustee and the Noteholders hereunder, to the possession of such units and the use thereof and may provide for lettering or marking upon such Equipment for convenience of identification of the leasehold interest of such sublessee therein. Every such lease or contract shall contain provisions which have the effect of subjecting the rights of the party acquiring the use of

units of Equipment under such lease or contract to the rights and remedies of the Trustee and the Noteholders in respect of such units.

The Trustee shall have the right to declare an Event of Default hereunder in case of any unauthorized assignment or transfer of the Company's rights hereunder or in case of any unauthorized transfer or lease of any of the Equipment.

SECTION 3.07 Marking of Equipment. The Company shall not change, or permit to be changed, the prefixes or numbers of any of the Equipment at any time covered hereby (or any numbers which may have been substituted as herein provided) except in accordance with a statement of new numbers to be substituted therefor which previously shall have been filed with the Trustee by the Company and which shall be filed and recorded in like manner as this Indenture.

The Equipment may be lettered or marked, in case of a lease of any Equipment made pursuant to Section 3.06 hereof, in such manner as may be appropriate for convenience of identification of the leasehold interest of the lessee under such lease; but the Company, during the continuance of the security interest provided for herein, will not allow any lettering or designation to be placed on any of the Equipment claiming ownership thereof by any Person, firm, association or corporation other than the Company.

SECTION 3.08 Modifications and Improvements The Company may make modifications and improvements to the Equipment and may remove parts and improvements (unless required by law or regulation) to the extent that the value, utility and remaining useful life of the Equipment is not materially impaired. The Company shall make all modifications required by law or regulation unless the modification is economically impractical, in which case the Company may replace such Equipment by substituting other Equipment in accordance with Section 3.04 hereof.

SECTION 3.09 Other Matters Relating to the Collateral.

(a) If EXSIF substitutes cash or Containers for any Containers or other collateral under the EXSIF Security Agreement in accordance with the terms of the EXSIF Security Agreement, the Company shall simultaneously collaterally assign to the Trustee its first priority, perfected security interest in the account in which such cash is held or in such substituted Containers, together with an Officers' Certificate and Opinion of Counsel substantially to the effect set forth in Section 3.04.

(b) If EXSIF prepays the EXSIF Note, then in substitution for the EXSIF Note and the EXSIF Security Agreement, at the option of the Company (i) there shall be paid to the Trustee simultaneously cash in an amount not less than the Value, as of such date, of the EXSIF Note and the EXSIF Security Agreement, or (ii) there shall be conveyed to the Trustee on the date of such prepayment units of Equipment free and clear of any other Liens and with a Value, as of the date of such prepayment, not less than the Value, as of such date, of the EXSIF Note and the EXSIF Security Agreement.

(c) If an "Event of Default" occurs under the EXSIF Note and the EXSIF Security Agreement, then in substitution for the EXSIF Note and the EXSIF Security Agreement, at the

option of the Company (i) there shall be paid to the Trustee within 30 days after the date of such event of default cash in an amount not less than the Value of the EXSIF Note and the EXSIF Security Agreement as of such date, or (ii) there shall be conveyed to the Trustee within 30 days after the date of such event of default units of Equipment free and clear of any other Liens and with a Value, as of such date, not less than the Value of the EXSIF Note and the EXSIF Security Agreement.

(d) Promptly following any substitution of Collateral pursuant to paragraphs (a), (b) or (c), the Company will cause a financing statement to be filed with respect to such substituted Collateral in accordance with Section 5.03 hereof.

(e) Promptly upon the occurrence of any event described in Section 5.09 of the EXSIF Security Agreement, the Company shall provide written notice thereof to the Trustee and each Noteholder, along with an Opinion of Counsel substantially identical to that required by Section 5.09(c) of this Indenture, but addressing the assumption of the EXSIF Note and EXSIF Security Agreement by the successor entity to EXSIF.

ARTICLE FOUR

Events of Default and Remedies

SECTION 4.01 Events of Default. The Company covenants and agrees that in case:

(a) the Company defaults in the payment of any principal or Make-Whole Amount, if any, on any Note when the same becomes due and payable, whether at maturity or at a date fixed for redemption or by declaration or otherwise; or

(b) the Company defaults in the payment of any interest on any Note for more than five Business Days after the same becomes due and payable; or

(c) the Company shall make or suffer any unauthorized assignment or transfer of its rights hereunder or shall make any unauthorized transfer or lease (including, for the purpose of this clause, contracts for the use thereof) of any of the Collateral, or, except as herein authorized, shall part with the possession of any of the Collateral, and shall fail or refuse either to cause such assignment or transfer or lease to be canceled by agreement of all parties having any interest therein and recover possession of such Collateral within 30 days after the Trustee shall have demanded in writing such cancellation and recovery of possession, or within said 30 days to deposit with the Trustee a sum in cash equal to the Value, as of the date of such unauthorized action, of such Collateral (any sum so deposited to be returned to the Company upon the cancellation of such assignment, transfer or lease and the recovery of possession by the Company of such Collateral), or

(d) the Company defaults in the performance of or compliance with any term contained herein (other than those referred to in paragraphs (a), (b), (c) and (e) of this Section 4.01) or in Section 7.1 of the Note Purchase Agreements, and such default is not remedied

within 30 days after the earlier of (i) a Responsible Officer obtaining actual knowledge of such default and (ii) the Company receiving written notice of such default from the Trustee or any holder of a Note (any such written notice to be identified as a “notice of default” and to refer specifically to this paragraph (d) of Section 4.01); provided, however, that so long as such failure is capable of being remedied other than through the payment of money, and the Company is diligently proceeding to comply, the Company may cure such failure within 60 days of receipt of such notice or the obtaining of such knowledge; provided, further, that a default under Section 3.09(c) shall not be subject to any grace or cure period specified in this 4.01(d), or

(e) any representation or warranty made in writing by the Company or by any officer of the Company in the Note Purchase Agreements or in any writing furnished in connection with the transactions contemplated thereby or hereby proves to have been false or incorrect in any material respect on the date as of which made and such untruth or incorrectness shall continue to be material and unremedied for a period of 30 days after the earlier of (i) a Responsible Officer obtaining actual knowledge of such default and (ii) the Company receiving written notice of such default from the Trustee or any Noteholder (any such written notice to be identified as a “notice of default” and to refer specifically to this Section 4.01(e)); provided that, if such untruth or incorrectness is capable of being remedied, no such untruth or incorrectness shall constitute an Event of Default hereunder for a period of 60 days after receipt of such notice so long as the Company is diligently proceeding to remedy such untruth or incorrectness and shall in fact remedy such untruth or incorrectness within such period, or

(f) the Company (i) is generally not paying, or admits in writing its inability to pay, its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy, insolvency, reorganization, moratorium or other similar law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, (v) is adjudicated as insolvent or to be liquidated, or (vi) takes corporate action for the purpose of any of the foregoing, or

(g) a court or governmental authority of competent jurisdiction enters an order appointing, without consent by the Company, a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of the Company, or any such petition shall be filed against the Company and such petition shall not be dismissed within 60 days.

(h) this Indenture, any Note or any Note Purchase Agreement, or any Liens granted under this Indenture relating to Equipment with an aggregate Value in excess of \$1,000,000 or 1% of the principal amount of the Notes then outstanding, whichever is more, or any Lien granted to the Trustee relating to the EXSIF Note or the EXSIF Security Agreement shall, taken as a whole, terminate, cease to be effective against, or cease to be the legal, valid, binding and enforceable obligation of the Company; provided that for purposes of this Section 4.01 any Lien granted under this Indenture shall not be deemed to have terminated or ceased to be effective unless such Lien, insofar as it relates to Equipment, terminates or ceases to be effective under 49 U.S.C. §11301, Section 105 of the Canada Transportation Act, or

(i) the Company shall contest the effectiveness, validity, binding nature or enforceability of this Indenture, any Note or any Note Purchase Agreement or any Lien granted under this Indenture or EXSIF shall contest the effectiveness, validity, binding nature or enforceability of the EXSIF Security Agreement or any Lien granted thereunder,

(each herein sometimes called an “Event of Default”), then, (i) upon the occurrence of an Event of Default described in Section 4.01(a) or (b), any holder of a Note affected by such Event of Default may declare its Note to be immediately due and payable in an amount equal to such Note’s outstanding principal amount plus all accrued interest thereon, but without any Make-Whole Amount, (ii) upon the occurrence of an Event of Default described in Sections 4.01(a) through (e), in addition to the right set forth in the immediately preceding clause (i), the holder or holders of a majority of the aggregate unpaid principal amount of the Notes may declare all of the Notes to be immediately due and payable in an amount equal to the outstanding principal amount thereof plus all accrued and unpaid interest thereon, but without any Make-Whole Amount, and (iii) upon the occurrence of an Event of Default described in Sections 4.01(f), (g), (h) or (i) all of the Notes then outstanding shall automatically become immediately due and payable in an amount equal to the outstanding principal amount thereof plus all accrued and unpaid interest thereon, but without any Make-Whole Amount. Upon any Notes becoming due and payable under this Section 4.01, whether automatically or by declaration, such Notes will forthwith mature and the entire unpaid principal amount of such Notes plus all accrued and unpaid interest thereon shall be immediately due and payable, in each and every case without presentment, demand, protest or further notice, all of which are hereby waived.

SECTION 4.02 Incidents of Sale of Collateral. Upon any sale of all or any part of the Collateral made under Section 4.08 of this Indenture or otherwise for the enforcement of this Indenture, the following shall be applicable:

(a) Receipt of Trustee Shall Discharge Purchaser. The receipt of the Trustee or of the officer making such sale shall be a sufficient discharge to any purchaser for his purchase money, and, after paying such purchase money and receiving such receipt, such purchaser or its personal representative or assigns shall not be obliged to see to the application of such purchase money, or be in any way answerable for any loss, misapplication or non-application thereof.

(b) Application of Moneys Received Upon Sale. Any moneys collected by the Trustee upon any sale made either under the power of sale given by this Indenture or otherwise for the enforcement of this Indenture, shall be applied as provided in Section 4.09.

SECTION 4.03 Judicial Proceedings Instituted by Trustee.

(a) Trustee May Bring Suit. If there shall be a failure to make payment of the principal of or interest on a Note or Make-Whole Amount, if any, when due and payable then the Trustee, in its own name, and as trustee of an express trust, shall be, to the extent permitted by and in accordance with the terms of this Indenture and the Notes, entitled and empowered to institute any suits, actions or proceedings at law, in equity or otherwise, for the collection of the sums so due and unpaid on such Notes or under this Indenture and may prosecute any such claim or proceeding to judgment or final decree with respect to the whole amount of any such sums so due and unpaid.

(b) Trustee May File Proofs of Claim; Appointment of Trustee as Attorney-in-Fact in Judicial Proceedings. The Trustee in its own name, or as trustee of an express trust, or as attorney-in-fact for the Noteholders, or in any one or more of such capacities (irrespective of whether distributions on the Notes shall then be due and payable as therein expressed or by declaration or otherwise) shall be entitled and empowered to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and of the Noteholders allowed in any receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization or any other judicial proceedings relative to the Company or its creditors or property. Any receiver, assignee, trustee, liquidator, sequestrator (or similar official) in any judicial proceeding is hereby authorized by each Noteholder to make payments in respect of such claim to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Noteholders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel. Nothing contained in this Indenture shall be deemed to give to the Trustee any right to accept or consent to any plan of reorganization or otherwise by action of any character in any such proceeding to waive or change in any way any right of any Noteholder.

SECTION 4.04 Control by Noteholders. The Noteholders holding Notes representing more than 50% of the aggregate unpaid principal amount then outstanding shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee under this Indenture, provided that:

(a) such direction shall not be in conflict with any rule of law or with this Indenture and would not involve the Trustee in personal liability or expense,

(b) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Noteholders not taking part in such direction, and

(c) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

SECTION 4.05 Waivers of Default. At any time after any Notes have been declared due and payable or have automatically become due and payable pursuant to Section 4.01, the holders of not less than a majority of the aggregate principal amount of the Notes then outstanding, by written notice to the Company and the Trustee, may rescind and annul any such declaration and its consequences if (a) the Company has paid all overdue interest on the Notes, all principal of and Make-Whole Amount, if any, on any Notes that are due and payable and are unpaid other than by reason of such declaration, and all interest on such overdue principal and Make-Whole Amount, if any, and (to the extent permitted by applicable law) any overdue interest in respect of the Notes, at the Default Rate, (b) all Events of Default and Defaults, other than non-payment of amounts that have become due solely by reason of such declaration, have been cured or have been waived pursuant to this Indenture, and (c) no judgment or decree has been entered for the payment of any monies due pursuant hereto or to the Notes. No rescission and annulment under this Section 4.05 will extend to or affect any subsequent Event of Default or Default or impair any right consequent thereon.

No course of dealing and no delay on the part of any holder of any Note in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice such holder's rights, powers or remedies. No right, power or remedy conferred by this Agreement or by any Note upon any holder thereof shall be exclusive of any other right, power or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute or otherwise. Without limiting the obligations of the Company under Section 7 of the Note Purchase Agreements, the Company will pay to the holder of each Note on demand such further amount as shall be sufficient to cover all costs and expenses of such holder incurred in any enforcement or collection under this Article Four, including, without limitation, reasonable attorneys' fees, expenses and disbursements.

SECTION 4.06 Other Remedies. If any Default or Event of Default has occurred and is continuing, and irrespective of whether any Notes have become or have been declared immediately due and payable under Section 4.01, the holder of any Note at the time outstanding may proceed to protect and enforce the rights of such holder by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or in any Note, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise.

SECTION 4.07 Unconditional Right of Holders of Notes To Sue for Principal, Interest and Make-Whole Amount. Notwithstanding any other provision in this Indenture, the right of any holder of any Note to receive payment of the principal of and interest on such Note and Make-Whole Amount, if any, on or after the due date expressed in such Note, or to institute suit for the enforcement of any such payment on or after such date, shall not be impaired or affected without the consent of such holder, except no such suit shall be instituted if and to the extent that the institution or prosecution thereof or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver or loss of the title reserved under this Indenture upon any property subject hereto.

SECTION 4.08 Remedies. In case of the happening and continuance of any Event of Default, the Trustee may by its agents enter upon the premises of the Company and any of its Affiliates or lessees of the Equipment (or other Persons having acquired the use of the Equipment) where any of the Equipment may be and take possession of all or any part of the Equipment and withdraw the same from said premises, and shall be entitled to collect, receive and retain all unpaid mileage, hourly, rent or other charges of any kind earned by the Equipment or any part thereof and all principal and interest payments received in respect of the EXSIF Note, and may lease or otherwise contract for the use of the Equipment or any part thereof, or with or without retaking possession of the Equipment (but only after declaring due and payable the entire amount of the principal of all the then outstanding Notes, as provided in Section 5.01) may sell the Equipment or any part thereof, as well as the EXSIF Note and the Trustee's security interest in the EXSIF Security Agreement, free from any and all claims of the Company at law or in equity in one lot and as an entirety or in separate lots, at public or private sale, for cash or upon credit, in its discretion, and may proceed otherwise to enforce its rights and the rights of the holders of then outstanding Notes, all subject to any mandatory requirements of law applicable thereto. Upon any such sale, the Trustee itself may bid for the Collateral offered for sale or any part thereof. Any such sale may be held or conducted at such place and at such time as the Trustee may specify, or as may be required by law, and without gathering at the place of sale the Collateral to be sold, and in general in such manner as the Trustee may determine, but so that the Company may and shall have a reasonable opportunity to bid at any such sale. Upon such taking possession or withdrawal or lease or sale of the Collateral, the Company shall cease to have any rights or remedies in respect of the Collateral hereunder, but all such rights and remedies shall be deemed thenceforth to have been waived and surrendered by the Company, and no payments theretofore made by the Company in respect of the Collateral or any of it shall give to the Company any legal or equitable interest or title in or to the Collateral or any of it or any cause or right of action at law or in equity in respect of the Collateral against the Trustee or the holders of Notes hereunder. No such taking possession, withdrawal or lease of the Equipment or sale of the Collateral by the Trustee, nor the election or failure by the Trustee to so take, withdraw, lease or sell any of the Collateral shall be a bar to the recovery by the Trustee from the Company of the principal of and interest on the Notes or Make-Whole Amount, if any, and the Company shall be and remain liable for the same until such sums have been realized from the proceeds of the lease or sale of the Collateral, as shall be sufficient for the discharge and payment in full of all the obligations of the Company under this Indenture.

SECTION 4.09 Application of Proceeds. If the Trustee shall exercise any of the powers conferred upon it by this Article Four, all payments made by the Company to the Trustee, and the proceeds of any judgment collected from the Company by the Trustee, and the proceeds of every sale or lease by the Trustee of any of the Collateral, together with any other sums which may then be held by the Trustee under any of the provisions hereof (other than sums held in trust for the payment of specific Notes or a part thereof, or interest thereon), shall be applied by the Trustee to the payment, in the following order of priority, (a) of all proper charges, expenses or advances made or incurred by the Trustee in accordance with the provisions of this Indenture, (b) of the interest then due, with interest on overdue interest at the Penalty Rate, to the extent legally enforceable, and of the Make-Whole Amount then due, if any, with interest thereon at the Penalty Rate, to the extent legally enforceable, and of the principal of all the outstanding Notes, with interest thereon at the

Penalty Rate, to the extent legally enforceable, from the last preceding interest payment date, whether such Notes shall have then matured by their terms or not, all such payments to be pro rata and in full if such proceeds shall be sufficient, and if not sufficient, then first to interest, then to the Make-Whole Amount then due, if any, and then to principal and (c) of all other amounts due and payable under each Note Purchase Agreement, pro rata to each Noteholder in accordance with the amounts owed thereto.

After all such payments shall have been made in full, the title to any of the Collateral remaining unsold shall be conveyed by the Trustee to the Company free from any further liabilities or obligations to the Trustee hereunder. If after applying all such sums of money realized by the Trustee as aforesaid there shall remain any amount due to the Trustee under the provisions hereof, the Company agrees to pay the amount of such deficit to the Trustee. If after applying as aforesaid the sums of money realized by the Trustee there shall remain a surplus in the possession of the Trustee, such surplus shall be paid to the Company.

SECTION 4.10 Obligations of Company Not Affected by Remedies. No retaking of possession of the Equipment by the Trustee, or any withdrawal or lease thereof or any sale of the Collateral, nor any action or failure or omission to act against the Company or in respect of the Collateral, on the part of the Trustee or on the part of the holder of any Note, nor any delay or indulgence granted to the Company by the Trustee or by any such holder, shall affect the obligations of the Company hereunder. The Company hereby waives presentation and demand in respect of any of the Notes and waives notice of presentation, of demand and of any Default in the payment of the principal of and interest on the Notes.

SECTION 4.11 Company To Deliver Equipment to Trustee. In case the Trustee shall rightfully demand possession of any of the Equipment under Section 4.08, the Company will, at its own expense, forthwith and in the usual manner and at usual speed, cause such Equipment to be drawn to such point or points as shall reasonably be designated by the Trustee and will there deliver or cause to be delivered the same to the Trustee; or, at the option of the Trustee, the Trustee may keep such Equipment, at the expense of the Company, on any lines of railroad or premises approved by the Trustee until the Trustee shall have leased, sold or otherwise disposed of the same. The performance of the foregoing covenant is of the essence of this Indenture and upon application to any court having jurisdiction in the premises, the Trustee shall be entitled to a decree against the Company requiring the specific performance thereof.

SECTION 4.12 Limitations on Suits by Holders of Notes. Other than actions permitted under Section 4.06 hereof, no holder of any Note shall have any right by virtue or by availing of any provision of this Indenture to institute any action or proceeding at law or in equity or in bankruptcy or otherwise, upon or under or with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless such holder previously shall have given to the Trustee written notice of a Default and of the continuance thereof, as herein provided, and (i) with respect to Events of Default set forth in Sections 4.01(c) through (g), the holders of more than 50% in aggregate principal amount of the Notes then outstanding or, (ii) with respect to an Event of Default set forth in Section 4.01(a) or (b), such Noteholder, shall have made written request

to the Trustee to institute such action or proceeding in its own name as trustee hereunder and shall have offered to the Trustee indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee for 10 days after its receipt of such notice, request and offer of indemnity shall have failed to institute any such action or proceeding and no direction inconsistent with such written request shall have been given to the Trustee pursuant to Section 4.04; and no one or more holders of Notes shall have any right in any manner whatever to affect or prejudice the rights of any other holder of Notes, or to obtain or seek to obtain priority over any other such holder or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable and common benefit of all holders of Notes. For the protection and enforcement of the provisions of this Section, each and every holder of a Note and the Trustee shall be entitled to such relief as can be given either at law or in equity.

SECTION 4.13 Remedies Cumulative; Subject to Mandatory Requirements of Law.

The remedies in this Indenture provided in favor of the Trustee and the holders of the Notes shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in their favor existing at law or in equity; and such remedies shall be subject in all respects to any mandatory requirements of law at the time applicable thereto, to the extent such requirements may not be waived on the part of the Company.

ARTICLE FIVE

Additional Agreements by the Company

SECTION 5.01 Discharge of Liens. The Company agrees that it will pay and discharge, or make adequate provision for the payment or discharge of, any debt, tax, charge, assessment, obligation or claim which if unpaid might become a Lien or charge upon or against any of the Collateral; but this provision shall not require the payment of any such debt, tax, charge, assessment, obligation or claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings that do not materially endanger the rights or interests of the Trustee or of the holders of the Notes and the Company shall have furnished the Trustee with an Opinion of Counsel to such effect.

If the Company does not forthwith pay and discharge, or cause to be paid and discharged, or make adequate provision for the satisfaction or discharge of, any such debt, tax, charge, assessment, obligation or claim as required by this Section, the Trustee may, but shall not be obligated to, pay, with funds provided to it by holders of the Notes, and discharge the same and any amounts so paid shall be secured by and under this Indenture until reimbursed by the Company.

SECTION 5.02 Further Assurances. The Company agrees to do all such acts and execute all such instruments of further assurance as it shall be reasonably requested by the Trustee to do or execute for the purpose of fully carrying out and effectuating this Indenture and the intent hereof.

SECTION 5.03 Payment of Expenses; Filing and Recording. The Company agrees to pay the expenses incident to the preparation and execution of the Notes to be issued hereunder,

or connected with the preparation, execution, recording and filing of this Indenture and of any instruments executed under the provisions hereof. The Company shall, promptly after the execution and delivery of this Indenture and each supplement hereto, respectively, (i) deliver possession of the EXSIF Note to the Trustee, (ii) cause a Uniform Commercial Code financing statement (a "Financing Statement") to be filed with the Secretary of State of Illinois and the Secretary of State of Delaware to perfect the Trustee's security interest in the EXSIF Note and the EXSIF Security Agreement and, when applicable, file additional Financing Statements to perfect the Trustee's security interest in any cash accounts assigned to the Trustee as Collateral (provided, however, that subsequent to July 1, 2001 a Financing Statement need only be filed with the Secretary of State of the State of Delaware or any other state in which the Company is then incorporated), and (iii) cause this Indenture and any supplements to be duly filed with the Surface Transportation Board of the Department of Transportation in accordance with 49 U.S.C. § 11301 and to be duly deposited with the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act and shall provide for publication of notice of such deposit in The Canada Gazette in accordance with said Section 105. The Company will from time to time reregister, refile and rerecord this Indenture and each supplement hereto and do and perform any other act and will execute, acknowledge, deliver, file, register and record any and all further instruments required by the law of any jurisdiction in which use of the Equipment is permitted by Section 3.06 hereof or reasonably requested by the Trustee for the purpose of proper protection of the security interest of the Trustee in the Collateral and the rights of the holders of the Notes within such jurisdiction(s) and of fully carrying out and effectuating this Indenture and the intent hereof; provided, however, that the Company shall not be required to take any such action if (1) in the reasonable opinion of the Company, such action is unduly burdensome and (2) after giving effect to the failure to take such action, the Company has taken all action required by law so as to protect the security interest of the Trustee to units of Equipment having a Value of not less than 90% of the aggregate Value of all the Equipment.

Upon the execution and delivery of this Indenture and each supplement hereto, the Company shall furnish to the Trustee and each Noteholder one or more Opinions of Counsel to the effect that, in the opinion of such counsel, a Financing Statement has been properly filed and this Indenture or such supplement, as the case may be, has been properly recorded, filed and deposited in compliance with the preceding paragraph of this Section and reciting the details of such actions, that such actions (and the possession of the EXSIF Note by the Trustee) cause the perfection of the security interests of the Trustee under this Indenture and no other filing or recordation or refiling or rerecordation or depositing or redepositing is necessary for the protection of the rights of the Trustee or the perfection of the security interests of the Trustee in the United States of America, any State thereof or the District of Columbia or Canada or any subdivision thereof. The Company shall furnish to the Trustee and each Noteholder, not later than May 15 in each year, commencing with the year 2002, an Opinion of Counsel stating that, in the opinion of such counsel, either (i) such action has been taken with respect to the filing of a Financing Statement and the recording, filing, registering and depositing and rerecording, refiling, reregistering and redepositing of this Indenture and each supplement hereto as is necessary to comply with the preceding paragraph of this Section and reciting the details of such action, that such actions (and the possession of the EXSIF Note by the Trustee) cause the perfection of the security interests of the Trustee under this Indenture or (ii) no

such action is necessary for such purpose. In rendering any such opinion, such counsel may conclusively rely upon an Officers' Certificate as to the location of the Collateral.

SECTION 5.04 Compliance with Law. The Company will comply with all laws, ordinances or governmental rules or regulations to which either of them is subject, including, without limitation, Environmental Laws, and will obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations, necessary to the ownership of its properties or to the conduct of its business, in each case to the extent necessary to ensure that non-compliance with such laws, ordinances or governmental rules or regulations or failures to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 5.05 Insurance. The Company will maintain, as part of an insurance program which may include appropriate risk retention and self-insurance, insurance with respect to the Equipment in such amounts and against such risks not less than the insurance, if any, maintained by the Company with respect to similar equipment owned or leased by the Company.

SECTION 5.06 Maintenance of Properties. The Company will maintain and keep its properties in good repair, working order and condition (other than ordinary wear and tear), so that the business carried on in connection therewith may be properly conducted at all times, provided that this Section shall not prevent the Company from discontinuing the operation and the maintenance of any of its properties if such discontinuance is desirable or appropriate in the conduct of its business and the Company has concluded that such discontinuance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 5.07 Payment of Taxes and Claims. The Company will file all tax returns required to be filed in any jurisdiction and to pay and discharge all taxes shown to be due and payable on such returns and all other taxes, assessments, governmental charges, or levies imposed on it or any of its properties, assets, income or franchises, to the extent such taxes and assessments have become due and payable and before they have become delinquent and all claims for which sums have become due and payable that have or might become a Lien on properties or assets of the Company, provided that the Company need not pay any such tax or assessment or claims if (i) the amount, applicability or validity thereof is contested by the Company on a timely basis in good faith and in appropriate proceedings, and the Company has established adequate reserves therefor in accordance with GAAP on the books of the Company, or (ii) the nonpayment of all such taxes and assessments in the aggregate could not reasonably be expected to have a Material Adverse Effect.

SECTION 5.08 Maintenance of Corporate Existence. Subject to compliance with the provisions of Section 5.09, the Company will at all times preserve and keep in full force and effect its corporate existence and all rights and franchises of the Company unless in the good faith judgment of the Company the termination of or failure to preserve and keep in full force and effect such corporate existence, right or franchise would not, individually or in the aggregate, have a Material Adverse Effect.

SECTION 5.09

Consolidation, Merger or Sale of Assets Permitted.

(a) The Company shall not consolidate with or merge into any other Person or convey, transfer or lease all or substantially all of its assets in a single transaction or series of transactions to any Person, unless (i) the Person formed by such consolidation or the survivor of such merger or the Person which acquires by conveyance, transfer or lease all or substantially all of the assets of the Company as an entirety, shall be a Person organized and existing under the laws of the United States of America or any state thereof or the District of Columbia, (ii) if the Company is not the surviving entity, such Person shall execute and deliver to the Trustee an agreement in form reasonably satisfactory to the Trustee containing an assumption by such successor Person of the due and punctual performance and observance of each covenant and condition of this Indenture, the Note Purchase Agreements and the Notes applicable to the Company, and (iii) immediately after giving effect to such transaction, no Event of Default, and no event that, after notice or lapse of time, or both, would become an Event of Default, shall have occurred and be continuing.

(b) Upon any consolidation or merger, or any conveyance, transfer or lease of all or substantially all of the assets of the Company, the successor Person formed by such consolidation or the survivor of such merger or the Person to which such conveyance, transfer or lease is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Indenture with the same effect as if such successor Person had been named as the Company herein. No such consolidation or merger or conveyance, transfer or lease of all or substantially all of the assets of the Company as an entirety shall have the effect of releasing the Company or any successor Person which shall theretofore have become such from its liability hereunder or under the Note Purchase Agreements or the Notes.

(c) The Company shall provide and the Trustee may accept an Officers' Certificate and an Opinion of Counsel of the Company as conclusive evidence that any such consolidation, merger, transfer, lease or conveyance, and any such assumption agreement complies with the provisions of this Section 5.05. Such Opinion of Counsel shall confirm that all obligations of the Company under this Indenture, the Note Purchase Agreements and the Notes are legal, valid, binding and enforceable against the Person formed by such consolidation, the survivor of such merger, or the Person who acquires all or substantially all of the assets of the Company.

SECTION 5.10

Enforcement of Rights under EXSIF Documents. The Company, at its own cost and expense, will take such action as is necessary to fully enforce in a timely manner all of its rights under the EXSIF Note and the EXSIF Security Agreement.

SECTION 5.11

Amendments to EXSIF Documents. For so long as the EXSIF Note and the EXSIF Security Agreement constitute Collateral hereunder, without the consent of the Noteholders representing 100% of the aggregate unpaid principal then outstanding, by Act of such Noteholders delivered to the Company and the Trustee, the Company shall not enter into any amendment to the EXSIF Note or the EXSIF Security Agreement which:

(a) reduces in any manner the amount of, or changes the date of, any payments on the EXSIF Note; or

(b) modifies the Company's rights in and to the collateral under the EXSIF Security Agreement in a manner adverse to the Noteholders.

ARTICLE SIX

Concerning the Holders of Notes

SECTION 6.01 Company to Furnish Trustee with Names and Addresses of Noteholders. The Company will furnish to the Trustee within 15 days after each Record Date with respect to a Scheduled Payment Date, and at such other times as the Trustee may request in writing, within 30 days after receipt by the Company of any such request, a list, in such form as the Trustee may reasonably require, of all information in the possession or control of the Company as to the names and addresses of the Noteholders, in each case as of a date not more than 15 days prior to the time such list is furnished; provided, however, that so long as the Trustee is the sole Registrar, no such list need be furnished; and provided further, however, that no such list need be furnished for so long as a copy of the Register is being furnished to the Trustee pursuant to Section 7.12.

SECTION 6.02 Preservation of Information; Communications to Noteholders. The Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of Noteholders contained in the most recent Register or list furnished to the Trustee as provided in Section 7.12 or Section 6.01, as the case may be, and the names and addresses of holders of Registered Notes received by the Trustee in its capacity as Registrar, if so acting. The Trustee may destroy any Register or list furnished to it as provided in Section 7.12 or Section 6.01, as the case may be, upon receipt of a new Register or list so furnished.

SECTION 6.03 Financial Statements and Other Information. The Company will provide to the Trustee and each Noteholder that is an Institutional Investor:

(a) Quarterly Statements - within 60 days after the end of each quarterly fiscal period in each fiscal year of the Company (other than the last quarterly fiscal period of each such fiscal year), a copy of:

(i) a condensed consolidated balance sheet of the Company and its subsidiaries as at the end of such quarter, and

(ii) condensed consolidated statements of income and cash flows of the Company and its subsidiaries, for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter,

setting forth in each case in comparative form the figures for the corresponding periods in the previous fiscal year (as at the end of the most recent fiscal year in the case of the balance sheet), all in reasonable detail, prepared in accordance with GAAP applicable to quarterly financial statements generally, presented in a format similar to that required by the SEC, and certified by a Senior Financial Officer as fairly presenting, in the opinion of such Person, in all material respects, the consolidated financial position of the companies being reported on

and their results of operations and cash flows, subject to changes resulting from year-end adjustments, provided that delivery within the time period specified above of a copy of the Company's Quarterly Report on Form 10-Q prepared in compliance with the requirements therefor and filed with the SEC shall be deemed to satisfy the requirements of this Section 6.03(a);

(b) Annual Statements - within 105 days after the end of each fiscal year of the Company, a copy of:

- (i) a consolidated balance sheet of the Company and its subsidiaries, as at the end of such year, and
- (ii) consolidated statements of income, changes in stockholder's equity and cash flows of the Company and its subsidiaries, for such year,

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP, presented in a format similar to that required by the SEC, and accompanied by an opinion thereon of independent certified public accountants of recognized national standing, which opinion shall state that, in the opinion of such firm, such financial statements present fairly, in all material respects, the consolidated financial position of the companies being reported upon and their results of operations and cash flows and have been prepared in conformity with GAAP, and that the audits performed by such accountants in connection with such financial statements have been made in accordance with generally accepted auditing standards, and that such audits provide a reasonable basis for such opinion in the circumstances, provided that the delivery within the time period specified above of the Company's Annual Report on Form 10-K for such fiscal year (together with the Company's annual report to shareholders, if any, prepared pursuant to Rule 14a-3 under the Securities Exchange Act of 1934, as amended) prepared in accordance with the requirements therefor and filed with the SEC shall be deemed to satisfy the requirements of this Section 6.03(b);

(c) Each set of annual financial statements delivered pursuant to Section 6.03(b) hereof shall be accompanied by a certificate of a Senior Financial Officer of the Company:

- (i) Covenant Compliance - whether, in the opinion of the Person signing such certificate, the Company was in compliance with all of its obligations hereunder during the annual period covered by the statements then being furnished, and
- (ii) Event of Default - a statement that such officer has reviewed the relevant terms hereof and has made, or caused to be made, under his or her supervision, a review of the transactions and conditions of the Company from the beginning of the annual period covered by the statements then being furnished to the date of the certificate and that such review shall not have disclosed the existence during such period of any condition or event that constitutes a Default or an Event of Default or, if any such condition or event existed or exists (including, without

limitation, any such event or condition resulting from the failure of the Company to comply with any Environmental Law), specifying the nature and period of existence thereof and what action the Company shall have taken or proposes to take with respect thereto;

(d) Promptly upon their becoming available, one copy of (i) each financial statement, report, notice or proxy statement sent by the Company or any Subsidiary to public securities holders generally, and (ii) each regular or periodic report, each registration statement that shall have become effective (without exhibits except as expressly requested by such holder), and each final prospectus and all amendments thereto filed by the Company or any Subsidiary with the SEC;

(e) Promptly, and in any event within five days after a Responsible Officer becoming aware of any of the following, a written notice setting forth the nature thereof and the action, if any, that the Company or an ERISA Affiliate proposes to take with respect thereto:

(i) with respect to any Plan, any reportable event, as defined in section 4043(b) of ERISA and the regulations thereunder, for which notice thereof has not been waived pursuant to such regulations as in effect on the date hereof; or

(ii) the taking by the PBGC of steps to institute, or the threatening by the PBGC of the institution of, proceedings under section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan, or the receipt by the Company or any ERISA Affiliate of a notice from a Multiemployer Plan that such action has been taken by the PBGC with respect to such Multiemployer Plan; or

(iii) any event, transaction or condition that could result in the incurrence of any liability by the Company or any ERISA Affiliate pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate pursuant to Title I or IV of ERISA or such penalty or excise tax provisions, if such liability or Lien, taken together with any other such liabilities or Liens then existing, would reasonably be expected to have a Material Adverse Effect; and

(f) Within five (5) Business Days after a Responsible Officer of the Company becomes aware of any Default, Event of Default or any event of default under the EXSIF Note or the EXSIF Security Agreement, a written notice specifying the nature and period of existence thereof and what action the Company is taking or proposes to take with respect thereto; and

(g) Other information relating to the business, operations, affairs, financial condition, assets or properties of the Company or any of its Subsidiaries, including EXSIF, as reasonably requested by any Noteholder.

Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates).

SECTION 6.04 Inspection. The Company shall permit each Noteholder that is an Institutional Investor:

(a) Prior to the occurrence of an Event of Default, at the Noteholder's own expense and upon reasonable prior notice, to visit the principal executive office of the Company and discuss the Company's affairs, finances and accounts with its officers and, with the consent of the Company (which shall not be unreasonably withheld), to visit other offices and properties of the Company, all at such reasonable times during regular business hours and as often as may be reasonably requested in writing; and

(b) Following the occurrence of an Event of Default and during the continuance thereof, at the Company's expense, to visit and inspect any offices or properties of the Company, to examine its books and records, and make copies and extracts therefrom to the extent reasonably necessary under the circumstances and to discuss the Company's affairs, finances and accounts with its officers and independent public accountants (and by this provision hereby authorizes and directs said accountants to cooperate fully with any such inspections and discussions and to provide all information as may be requested by any Noteholder).

(c) The confidentiality of all information provided by the Company pursuant to Section 6.04(a) or 6.04(b) shall be maintained by each Noteholder in strict accordance with the provisions of Section 12 of the Note Purchase Agreements (regardless of whether such Noteholders are parties thereto).

ARTICLE SEVEN

The Trustee

SECTION 7.01 Certain Duties and Responsibilities.

(a) Except during the continuance of an Event of Default,

(i) the Trustee undertakes to perform only such duties as are specifically set forth in this Indenture, and no implied covenants, duties or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this

Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the form of the same to determine whether or not they substantially conform to the requirements of this Indenture, but shall be under no duty to investigate the facts contained therein.

(b) In case an Event of Default has occurred and is continuing, the Trustee shall exercise such of the right and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this Subsection shall not be construed to limit the effect of Subsection (a) of this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer of the Trustee;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of Notes representing more than 50% of the aggregate unpaid principal amount of Notes then outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that payment of such funds or adequate indemnity against such risk is not reasonably assured to it.

(d) Whether or not herein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

SECTION 7.02 Notices.

(a) As promptly as practicable after, and in any event within 30 days after the Trustee shall have notice of, the occurrence of any default (as such term is defined below) hereunder, the Trustee shall transmit by mail to the Noteholders and the Company, in accordance with Section 313(c) of the Trust Indenture Act, notice of such default hereunder, unless such default shall have been cured or waived. Solely for the purpose of this Section, the term “default” means the occurrence of any Event of Default, except that in determining whether any such Event of Default

has occurred for the purposes of this paragraph any grace period or notice in connection therewith shall be disregarded.

(b) As promptly as practicable after receipt thereof, the Trustee shall transmit to the Noteholders by mail copies of all other notices and other materials received by it from the Company, except for such notices and other materials that the Company is required to transmit to the Noteholders pursuant to the provisions of this Indenture.

SECTION 7.03 Certain Rights of Trustee. Except as otherwise provided in Section 7.01:

(a) the Trustee may conclusively rely and shall be protected in acting or refraining from acting in reliance upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Request;

(c) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon any Officers' Certificate;

(d) the Trustee may consult with counsel of its selection and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(e) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Noteholders pursuant to this Indenture, unless such Noteholders shall have offered to the Trustee reasonable security or indemnity reasonably satisfactory to it against the cost, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(f) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document;

(g) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;

(h) the Trustee shall not be liable for any action taken, suffered or omitted to be taken by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture;

(i) the Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture;

(j) the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder; and

(k) the Trustee may request that the Company deliver an Officers' Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officers' Certificate may be signed by any person authorized to sign an Officers' Certificate, including any person specified as so authorized in any such certificate previously delivered and not superseded.

SECTION 7.04 Not Responsible for Recitals or Issuance of Notes. The recitals contained herein and in the Notes, except the certificates of authentication, shall not be taken as the statements of the Trustee, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Notes, except that the Trustee hereby represents and warrants that this Indenture has been executed and delivered by one of its officers who is duly authorized to execute and deliver such document on its behalf and that this Indenture constitutes the legal, valid and binding obligation of the Trustee to the extent so stated herein, enforceable against the Trustee in accordance with its terms.

SECTION 7.05 May Hold Notes. The Trustee or any of its Affiliates, in their respective individual or any other capacity, may become the owner or pledgee of Notes and, subject to Sections 310(b) and 311 of the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), which shall be deemed to apply solely for the purposes of this Section and the second paragraph of Section 7.08 hereof, may otherwise deal with the Company with the same rights it would have if it were not Trustee.

SECTION 7.06 Money Held by Trustee. Any money or Permitted Investments held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required herein or by law, and the Trustee shall not have any liability for interest upon any such moneys except as provided for herein.

SECTION 7.07 Compensation and Reimbursement. The Company agrees:

(a) to pay, or cause to be paid, to the Trustee from time to time such compensation as shall be agreed in writing between the Company and the Trustee for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(b) except as otherwise expressly provided herein, to reimburse, or cause to be reimbursed, the Trustee upon its request for all reasonable out-of-pocket expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to its negligence, willful misconduct or bad faith or as may be incurred due to the Trustee's material breach of its representations and warranties set forth in Section 7.04;

(c) to indemnify, or cause to be indemnified, each of the Trustee and any predecessor Trustee for, and to hold them harmless against, any and all loss, liability, damage, claim or expense (other than for or with respect to any tax) incurred without negligence, willful misconduct or bad faith, on its part, arising out of or in connection with the acceptance or administration of this Indenture, including the costs and expenses of defending itself against any claim (whether asserted by the Company, a Noteholder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder, except for any such loss, liability or expense incurred by reason of the Trustee's material breach of its representations and warranties set forth in Sections 7.04 and 7.15. The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. The Company shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have separate counsel with the reasonable consent of the Company, and the Company will pay the reasonable fees and expenses of such counsel. The Company need not pay for any settlement made without its consent; and

(d) to indemnify, or cause to be indemnified, each of the Trustee and any predecessor Trustee for, and to hold them harmless against, any and all taxes (other than for or with respect to any tax referred to in the next paragraph, provided that no indemnification shall be available with respect to any tax attributable to the Trustee's compensation for serving as such) incurred without negligence, willful misconduct or bad faith, on its part, arising out of or in connection with the acceptance or administration of this Indenture, including any costs and expenses reasonably incurred in contesting the imposition of any such tax. The Trustee, shall notify the Company promptly of any tax for which it may seek indemnity. The Company shall defend against the imposition of such tax and the Trustee shall cooperate in the defense. The Trustee may have separate counsel with the reasonable consent of the Company, and the Company will pay the reasonable fees and expenses of such counsel. The Company need not pay for any taxes paid, in settlement or otherwise, without its consent.

In addition, the Trustee shall be entitled to reimbursement from all property and funds held or collected by the Trustee in its capacity as Trustee for any tax incurred without negligence, bad faith or willful misconduct, on its part, arising out of or in connection with the acceptance or administration of this Indenture (other than any tax attributable to the Trustee's compensation for serving as such), including any costs and expenses reasonably incurred in contesting the imposition of any such tax. If the Trustee reimburses itself for any such tax, it will within 30 days mail a brief report setting forth the circumstances thereof to all Noteholders as their names and addresses appear in the Register.

The Trustee shall have a lien of equal ranking with the Notes upon all property and funds held or collected by the Trustee in its capacity as Trustee; provided that with respect to amounts payable to it under this Section 7.07, the Trustee shall have the right of payment out of such property and funds before payment of any amounts to the Noteholders.

The provisions of this section shall survive the termination of this Indenture.

When the Trustee incurs expenses or renders services in connection with an Event of Default specified in Section 4.01(f) or Section 4.01(g), the expenses (including the reasonable charges and expenses of its counsel) and the compensation for the services are intended to constitute expenses of administration under any applicable federal or state bankruptcy, insolvency or other similar law.

SECTION 7.08 Corporate Trustee Required; Eligibility. This Indenture shall at all times have a Trustee which shall be eligible to act as a trustee under Section 310(a) of the Trust Indenture Act and shall have a combined capital and surplus of at least \$50,000,000 or the obligations of which, whether now in existence or hereafter incurred, are fully and unconditionally guaranteed by a corporation organized and doing business under the laws of the United States of America, any State or Territory thereof or of the District of Columbia and having a combined capital and surplus of at least \$50,000,000. Any successor Trustee shall have a combined capital of at least \$100,000,000 or shall have its obligations unconditionally guaranteed by a corporation meeting the criteria set forth in the immediately preceding sentence, and having a combined capital and surplus of at least \$100,000,000. If such corporation publishes reports of condition at least annually, pursuant to law or the requirements of federal, state, territorial or District of Columbia supervising or examining authority, then for the purposes of this Section 7.08, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Trustee shall comply with Section 310(b) of the Trust Indenture Act.

In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 7.08, the Trustee shall resign immediately in the manner and with the effect specified in Section 7.09.

SECTION 7.09 Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under Section 7.10.

(b) The Trustee may resign at any time by giving written notice thereof to the Company. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Company, within 30 days after the giving of such notice of resignation, the resigning Trustee may petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor Trustee.

(c) The Trustee may be removed at any time by Act of the Noteholders holding Notes representing more than 50% of the aggregate unpaid principal amount of Notes then outstanding delivered to the Trustee and the Company. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Company within 30 days after the giving of such notice of removal, the Trustee being removed may petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor Trustee.

(d) If at any time:

(i) the Trustee shall cease to be eligible under Section 7.08 or any representation or warranty set forth in Section 7.15 proves to have been incorrect when made in any material respect and the Trustee shall fail to resign after written request therefor by the Company or by any Noteholder; or

(ii) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation;

then, in any case, (x) the Company may remove the Trustee or (y) subject to Section 4.06, any Noteholder who has been a bona fide Noteholder for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(e) If a Responsible Officer of the Trustee shall obtain actual knowledge of an Avoidable Tax (as hereinafter defined) which has been or is likely to be asserted, the Trustee shall promptly notify the Company and shall, within 30 days of such notification, resign hereunder unless within such 30-day period the Trustee shall have received notice that the Company has agreed to pay such tax. The Company shall promptly appoint a successor Trustee in a jurisdiction where there are no Avoidable Taxes. As used herein, an "Avoidable Tax" means a state or local tax: (i) upon (w) the Indenture, (x) the Collateral, (y) Noteholders or (z) the Trustee for which the Trustee is entitled to seek reimbursement from the Collateral, and (ii) which would be avoided if the Trustee were located

in another state, or jurisdiction within a state, within the United States. A tax shall not be an Avoidable Tax if the Company shall agree to pay, and shall pay, such tax.

(f) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of the Trustee for any cause, the Company shall promptly appoint an interim successor Trustee. If, within one year after such resignation, removal or incapacity, or the occurrence of such vacancy, a successor Trustee shall be appointed by Act of the Noteholders representing more than 50% of the aggregate unpaid principal then outstanding delivered to the Company and the interim successor Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the interim successor Trustee. If no successor Trustee shall have been so appointed as provided above and accepted appointment in the manner hereinafter provided, any Noteholder who has been a bona fide Noteholder for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee.

(g) The successor Trustee shall give notice of the resignation and removal of the Trustee and appointment of the successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the Noteholders as their names and addresses appear in the Register. Each notice shall include the name of such successor Trustee and the address of its Corporate Trust Office.

SECTION 7.10 Acceptance of Appointment by Successor. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Company and the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; but, on request of the Company or the successor Trustee, such retiring Trustee shall execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject nevertheless to its Lien, if any, provided for in Section 7.07. Upon request of any such successor Trustee, the Company, the retiring Trustee and such successor Trustee shall execute and deliver any and all instruments containing such provisions as shall be necessary or desirable to transfer and confirm to, and for more fully and certainly vesting in, such successor Trustee all such rights, powers and trusts.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article.

SECTION 7.11 Merger, Conversion, Consolidation or Succession to Business. Any Person into which the Trustee may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any Person succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such Person shall be otherwise qualified and eligible under this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Notes shall have been authenticated, but not

delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Notes so authenticated with the same effect as if such successor Trustee had itself authenticated such Notes.

SECTION 7.12 Maintenance of Agencies.

(a) There shall at all times be maintained in the Borough of Manhattan, The City of New York, an office or agency where Notes may be presented or surrendered for registration of transfer or for exchange, and for payment thereof and where notices and demands to or upon the Trustee in respect of the Notes or of this Indenture may be served. Such office or agency shall be initially at 14 Wall Street, 8th Floor, Window #2, New York, New York 10005. Written notice of the location of each such other office or agency and of any change of location thereof shall be given by the Trustee to the Company and the Noteholders. In the event that no such office or agency shall be maintained or no such notice of location or of change of location shall be given, presentations and demands may be made and notices may be served at the Corporate Trust Office of the Trustee.

(b) There shall at all times be a Registrar and a paying agent (each an “Authorized Agent”) hereunder. Each such Authorized Agent shall be a bank or trust company, shall be a corporation organized and doing business under the laws of the United States of America or any state or territory thereof or of the District of Columbia, with a combined capital and surplus of at least \$50,000,000, or, if the Trustee shall be acting as the Registrar or paying agent hereunder, a corporation the obligations of which are guaranteed by a corporation organized and doing business under the laws of the United States of America or any State or Territory thereof or of the District of Columbia, with a combined capital and surplus of at least \$50,000,000, and shall be authorized under such laws to exercise corporate trust powers, subject to supervision by federal or state authorities. The Trustee shall initially be the paying agent and Registrar hereunder. Each Registrar shall furnish to the Trustee, at stated intervals of not more than six months, and at such other times as the Trustee may request in writing, a copy of the Register.

(c) Any corporation into which any Authorized Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, consolidation or conversion to which any Authorized Agent shall be a party, or any corporation succeeding to all or substantially all the corporate trust business of any Authorized Agent, shall be the successor of such Authorized Agent hereunder, if such successor corporation is otherwise eligible under this Section, without the execution or filing of any paper or any further act on the part of the parties hereto or such Authorized Agent or such successor corporation.

(d) Any Authorized Agent may at any time resign by giving written notice of resignation to the Trustee and the Company. The Company may, and at the request of the Trustee shall, at any time terminate the agency of any Authorized Agent by giving written notice of termination to such Authorized Agent and to the Trustee. Upon the resignation or termination of an Authorized Agent or in case at any time any such Authorized Agent shall cease to be eligible under this Section (when, in either case, no other Authorized Agent performing the functions of such Authorized Agent shall have been appointed), the Company shall promptly appoint a qualified successor Authorized Agent,

reasonably satisfactory to the Trustee, to perform the functions of the Authorized Agent which has resigned or whose agency has been terminated or who shall have ceased to be eligible under this Section. The Company shall give written notice of any such appointment made by them to the Trustee; and in each case the Trustee shall mail notice of such appointment to all Noteholders as their names and addresses appear on the Register.

(e) The Company agrees to pay, or cause to be paid, pursuant to separate agreements from time to time to each Authorized Agent reasonable compensation for its services and to reimburse it for its reasonable expenses.

SECTION 7.13 Money for Note Payments to Be Held by Trustee. All moneys deposited with any paying agent for the purpose of any payment on Notes shall be deposited and held in trust for the benefit of the Noteholders entitled to such payment, subject to the provisions of this Section.

The Trustee will cause each paying agent other than the Trustee to execute and deliver to it an instrument in which such paying agent shall agree with the Trustee, subject to the provisions of this Section, that such paying agent will:

(a) hold all sums held by it for payments on Notes in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided;

(b) give the Trustee notice of any default by any obligor upon the Notes in the making of any such payment; and

(c) at any time during the continuance of any such default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such paying agent.

The Trustee may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, direct any paying agent to pay to the Trustee all sums held in trust by such paying agent, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by such paying agent; and, upon such payment by any paying agent to the Trustee, such paying agent shall be released from all further liability with respect to such money.

SECTION 7.14 Preferential Collection of Claims. The Trustee shall comply with Sections 311(a) and (b) of the Trust Indenture Act, excluding any creditor relationship arising under Section 311(b) of the Trust Indenture Act. A Trustee who has resigned or been removed shall be subject to Section 311(a) of the Trust Indenture Act to the extent indicated.

SECTION 7.15 Representations and Warranties of the Trustee.

(a) The Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America, is duly authorized under such laws

to exercise trust powers and has the requisite corporate power and authority to execute and deliver this Indenture and to perform the provisions hereof.

(b) This Indenture and the performance of the provisions hereof have been duly authorized by all necessary corporate action on the part of the Trustee, and this Indenture constitutes a legal, valid and binding obligation of the Trustee enforceable against the Trustee in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) The execution, delivery and performance by the Trustee of this Indenture will not (i) contravene, result in any breach of, or constitute a default under any agreement to which the Trustee is a party or by which it is bound, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or governmental authority applicable to the Trustee or (iii) violate any provision of any statute or other rule or regulation of any governmental authority applicable to the Trustee.

(d) No consent, approval or authorization of, or registration, filing or declaration with, any governmental authority is required in connection with the execution, delivery or performance by the Trustee of this Indenture.

ARTICLE EIGHT

Supplements to Indenture

SECTION 8.01 Supplements to Indenture Without Consent of Noteholders. Without the consent of the Noteholders, the Company may, and the Trustee (subject to Section 8.03) shall, at any time and from time to time enter into one or more agreements supplemental hereto, in form satisfactory to the Trustee, for any of the following purposes:

(a) to evidence the succession of another Person to the Company and the assumption by any such successor Person of the covenants of the Company herein contained, in accordance with the applicable provisions of this Indenture;

(b) to add to the covenants of the Company for the benefit of the Noteholders, or to surrender any right or power herein conferred upon the Company;

(c) to cure any ambiguity, to correct any manifest error to correct or supplement any provision herein which may be defective or inconsistent with any other provision herein or to make any other provisions with respect to matters or questions arising under this Indenture, provided that any such action shall not adversely affect the interests of the Noteholders; or

(d) to add or substitute Collateral or to release Collateral in accordance with Article Three.

SECTION 8.02 Supplements to Indenture with Consent of Noteholders. With the consent of the Noteholders representing more than 66-2/3% of the aggregate unpaid principal of the Notes then outstanding, by Act of such Noteholders delivered to the Company and the Trustee, the Company may, and the Trustee (subject to Section 8.03) shall, enter into an agreement or agreements supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights and obligations of the Noteholders under this Indenture; provided, however, that no such supplemental agreement shall, without the consent of each registered holder of an outstanding Note affected thereby:

(a) reduce in any manner the amount of, or change the date of, any payments on the Notes, or change the interest rate applicable to the Notes, or change the method of computation of interest or Make-Whole Amount on the Notes, or change the place of payment where, or the coin or currency in which, any Note is payable, or impair the right to institute suit for the enforcement of any such payment or distribution on or after the Scheduled Payment Date applicable thereto;

(b) permit the disposition or release of any Collateral except as permitted by this Indenture;

(c) change the percentage of the aggregate unpaid principal amount of Notes then outstanding required for any such supplemental agreement, or change such percentage required for any waiver (of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences) provided or in this Indenture;

(d) modify any of the provisions of this Section or Section 4.05, except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the registered holder of each Note affected thereby; or

(e) change in any way the provisions of Section 2.01 or Article Four.

SECTION 8.03 Documents Affecting Immunity or Indemnity. If in the opinion of the Trustee any document required to be executed by it pursuant to the terms of Section 8.01 or 8.02 affects any interest, right, duty, obligation, immunity or indemnity in favor of the Trustee under this Indenture, the Trustee may in its discretion decline to execute such document.

SECTION 8.04 Execution of Supplements to Indentures. In executing, or accepting the additional trusts created by, any supplemental agreement permitted by this Article or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and shall be fully protected in relying upon, an Officers' Certificate and Opinion of Counsel each

stating that the execution of such supplemental agreement is authorized or permitted by this Indenture.

SECTION 8.05 Effect of Supplements to Indenture. Upon the execution of any supplemental agreement under this Article, this Indenture shall be modified in accordance therewith, and such supplemental agreement shall form a part of this Indenture for all purposes; and every Noteholder theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

SECTION 8.06 Reference in Notes to Supplements to Indentures. Notes authenticated and delivered after the execution of any supplemental agreement pursuant to this Article may bear a notation in form approved by the Trustee as to any matter provided for in such supplemental agreement, and, in such case, suitable notation may be made upon outstanding Notes after proper presentation and demand.

ARTICLE NINE

Miscellaneous

SECTION 9.01 Rights Confined to Parties and Holders. Nothing expressed or implied herein shall be construed to confer upon any Person other than the parties hereto and the holders of the Notes, any right, remedy or claim under or by reason of this Indenture or of any term, agreement or condition herein, and all the terms, covenants and conditions herein shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the Notes.

SECTION 9.02 No Recourse. No recourse under this Indenture shall be had against any Person, solely by reason of the fact that he is a stockholder, officer or director of the Company, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed that this Indenture is solely a corporate obligation, and that no personal liability whatever shall attach to or be incurred by any Person, solely by reason of the fact that he is a stockholder, officer or director of the Company, under or by reason of any of the terms, agreements or conditions contained in this Indenture, or implied therefrom, and that any and all such personal liability, either at common law or in equity, or by statute or constitution, is hereby expressly waived as a condition of and consideration for the execution of this Indenture.

SECTION 9.03 Binding Upon Assigns. Except as otherwise provided herein, the provisions of this Indenture shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 9.04 Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been received by the addressee on the date of actual receipt (if such date is a Business Day, otherwise on the next Business Day), if transmitted by mail, telex, telecopy (confirmed by hard copy) or similar transmission, or by hand, addressed as follows: (a) in the case of the Company, 225 West Washington Street, Chicago, Illinois 60606, marked to the attention of its Treasurer, or such other address as may hereafter be furnished to the Trustee in writing by the Company, (b) in the case of the Trustee, the address set forth in the definition of

Corporate Trust Office in Section 1.01 or such other address as may hereafter be furnished to the Company in writing by the Trustee and (c) in the case of any holder of Notes, at its address shown on the registry books maintained by the Trustee or at such other address as such holder may from time to time furnish to the Trustee for such purpose. An affidavit by any Person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand, notice or communication.

SECTION 9.05 Effect of Headings; Date Executed; and Governing Law.

(a) The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

(b) This Indenture shall be deemed to have been executed on the date of the acknowledgment thereof by the officer of the Trustee who signed it on behalf of the Trustee.

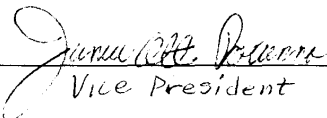
(c) This Indenture shall be governed by the laws of the State of Illinois without regard to conflicts of laws principles thereof.

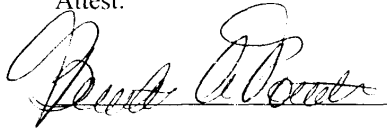
SECTION 9.06 Legal Holidays. In any case where any date for payment of interest, date for payment of rental or date of maturity of any installment of principal on the Notes shall not be a Business Day, then, notwithstanding any other provision of this Indenture or the Notes, payment need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on such date for payment of interest, date for payment of rental or date of maturity of any installment of principal on the Notes, and if payment is made on such next succeeding Business Day no interest shall accrue on the amount of such payment for the period from and after such date for payment of interest, or for payment of rental or date of maturity of any installment of principal on the Notes, as the case may be, to and including such next succeeding Business Day.

SECTION 9.07 Counterparts. For the purpose of facilitating the execution of this Indenture and for other purposes, this Indenture may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and all of which counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

BANK ONE, N.A., as Trustee

By: 
Title: Vice President

Attest:


UNION TANK CAR COMPANY

By: _____
Title: Vice President

Attest:

Secretary

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

BANK ONE, N.A., as Trustee

By: _____
Title:

Attest:

UNION TANK CAR COMPANY

By: *My Spence*
Title: Vice President

Attest:

Reichle
Secretary

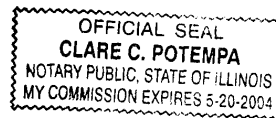
STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 13th day of June, 2001, before me personally appeared Janice Ott Rotunno, to me personally known, who, being by me duly sworn, says that such person is Vice President of BANK ONE, N.A., and that said instrument was signed on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Clare C. Potempa
Notary Public

[Notarial Seal]

My Commission expires _____



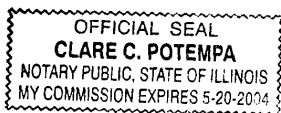
STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 11~~th~~ day of June, 2001, before me personally appeared M.J. Garrette, to me personally known, who, being by me duly sworn, says that he is Vice President of UNION TANK CAR COMPANY, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Clare C. Potempa
Notary Public

[Notarial Seal]

My Commission expires _____



Union Tank Car Company

June 2001 Financing

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>	<u>Schedule 1</u>
<u>Group I - General Service Tank Cars</u>						
PROX	42998	Aug	2000	T066	111A60W7	
PROX	42999	Aug	2000	T066	111A60W7	
PROX	42900	May	2000	T066	111A60W7	
PROX	42901	May	2000	T066	111A60W7	
PROX	42152	Jan	2000	T075	111A60W7	
PROX	42153	Jun	2000	T075	111A60W7	
PROX	42154	Jul	2000	T075	111A60W7	
PROX	42155	Jul	2000	T075	111A60W7	
PROX	42156	Jun	2000	T075	111A60W7	
PROX	42157	Jun	2000	T075	111A60W7	
UTLX	200765	Jun	2000	T075	111A60W7	
UTLX	200766	Jun	2000	T075	111A60W7	
UTLX	200767	May	2000	T075	111A60W7	
UTLX	200768	May	2000	T075	111A60W7	
UTLX	200769	May	2000	T075	111A60W7	
UTLX	200770	May	2000	T075	111A60W7	
UTLX	200771	May	2000	T075	111A60W7	
UTLX	200772	May	2000	T075	111A60W7	
UTLX	200773	May	2000	T075	111A60W7	
UTLX	200774	May	2000	T075	111A60W7	
UTLX	200775	Jun	2000	T075	111A60W7	
UTLX	200776	May	2000	T075	111A60W7	
UTLX	200777	Jun	2000	T075	111A60W7	
UTLX	200778	Jun	2000	T075	111A60W7	
UTLX	200779	Jun	2000	T075	111A60W7	
UTLX	200780	Jun	2000	T075	111A60W7	
UTLX	200781	Jun	2000	T075	111A60W7	
UTLX	200782	Jul	2000	T075	111A60W7	
UTLX	200783	Jun	2000	T075	111A60W7	
UTLX	200784	Jul	2000	T075	111A60W7	
UTLX	647367	Oct	2000	T076	111A100W6	
UTLX	647368	Oct	2000	T076	111A100W6	
UTLX	647369	Oct	2000	T076	111A100W6	
UTLX	647370	Oct	2000	T076	111A100W6	
UTLX	647371	Oct	2000	T076	111A100W6	
UTLX	647372	Oct	2000	T076	111A100W6	
UTLX	647373	Oct	2000	T076	111A100W6	
UTLX	647374	Oct	2000	T076	111A100W6	
UTLX	647375	Oct	2000	T076	111A100W6	
UTLX	647376	Oct	2000	T076	111A100W6	
UTLX	647377	Oct	2000	T076	111A100W6	
UTLX	647378	Oct	2000	T076	111A100W6	
UTLX	647379	Oct	2000	T076	111A100W6	
UTLX	647380	Oct	2000	T076	111A100W6	
UTLX	647381	Oct	2000	T076	111A100W6	
UTLX	647382	Oct	2000	T076	111A100W6	
UTLX	647383	Oct	2000	T076	111A100W6	
UTLX	647384	Oct	2000	T076	111A100W6	
UTLX	647385	Oct	2000	T076	111A100W6	

Union Tank Car Company

June 2001 Financing

<u>Mark</u>	<u>Car Number</u>	<u>Built</u>	<u>Date</u>	<u>AAR Code</u>	<u>DOT Class</u>
UTLX	647386	Oct	2000	T076	111A100W6
UTLX	647387	Oct	2000	T076	111A100W6
UTLX	647388	Oct	2000	T076	111A100W6
UTLX	647392	Oct	2000	T076	111A100W6
UTLX	647394	Oct	2000	T076	111A100W6
UTLX	647395	Oct	2000	T076	111A100W6
UTLX	647396	Oct	2000	T076	111A100W6
UTLX	200745	Jan	2000	T095	111A60W7
UTLX	200746	Jan	2000	T095	111A60W7
UTLX	200747	Jan	2000	T095	111A60W7
UTLX	200748	Feb	2000	T095	111A60W7
UTLX	200749	Feb	2000	T095	111A60W7
UTLX	200750	Feb	2000	T095	111A60W7
UTLX	200751	Feb	2000	T095	111A60W7
UTLX	200752	Feb	2000	T095	111A60W7
UTLX	200753	Mar	2000	T095	111A60W7
UTLX	200754	Mar	2000	T095	111A60W7
UTLX	200755	Mar	2000	T095	111A60W7
UTLX	200756	Mar	2000	T095	111A60W7
UTLX	200757	Mar	2000	T095	111A60W7
UTLX	200758	Mar	2000	T095	111A60W7
UTLX	200759	May	2000	T095	111A60W7
UTLX	200760	Apr	2000	T095	111A60W7
UTLX	200761	May	2000	T095	111A60W7
UTLX	200762	Apr	2000	T095	111A60W7
UTLX	200763	Apr	2000	T095	111A60W7
UTLX	200764	Apr	2000	T095	111A60W7
UTLX	647335	Jan	2000	T096	111A100W6
UTLX	647336	Feb	2000	T096	111A100W6
UTLX	647337	Mar	2000	T096	111A100W6
UTLX	647342	Feb	2000	T096	111A100W6
UTLX	647343	Feb	2000	T096	111A100W6
UTLX	647344	Feb	2000	T096	111A100W6
UTLX	647345	Feb	2000	T096	111A100W6
UTLX	647346	Feb	2000	T096	111A100W6
UTLX	647347	Feb	2000	T096	111A100W6
UTLX	647348	Feb	2000	T096	111A100W6
UTLX	647349	Feb	2000	T096	111A100W6
UTLX	647350	Feb	2000	T096	111A100W6
UTLX	647351	Feb	2000	T096	111A100W6
UTLX	647352	Mar	2000	T096	111A100W6
UTLX	647353	Mar	2000	T096	111A100W6
UTLX	647354	Feb	2000	T096	111A100W6
UTLX	647355	Mar	2000	T096	111A100W6
UTLX	647356	Mar	2000	T096	111A100W6
UTLX	647357	Mar	2000	T096	111A100W6
UTLX	647358	Mar	2000	T096	111A100W6
UTLX	647359	Mar	2000	T096	111A100W6
UTLX	647360	Mar	2000	T096	111A100W6
UTLX	647361	Mar	2000	T096	111A100W6
UTLX	647362	Mar	2000	T096	111A100W6

Union Tank Car Company

June 2001 Financing

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>	<u>AAR Code</u>	<u>DOT Class</u>
UTLX	647363	Mar 2000	T096	111A100W6
UTLX	647364	Mar 2000	T096	111A100W6
UTLX	647365	Mar 2000	T096	111A100W6
UTLX	647366	Mar 2000	T096	111A100W6
SHLX	372	Jan 2000	T104	211A100W1
SHLX	373	Jan 2000	T104	211A100W1
SHLX	374	Jan 2000	T104	211A100W1
SHLX	375	Jan 2000	T104	211A100W1
SHLX	376	Jan 2000	T104	211A100W1
SHLX	377	Jan 2000	T104	211A100W1
SHLX	378	Jan 2000	T104	211A100W1
SHLX	379	Jan 2000	T104	211A100W1
SHLX	380	Jan 2000	T104	211A100W1
SHLX	381	Jan 2000	T104	211A100W1
SHLX	382	Feb 2000	T104	211A100W1
SHLX	383	Jan 2000	T104	211A100W1
SHLX	384	Jan 2000	T104	211A100W1
SHLX	385	Feb 2000	T104	211A100W1
SHLX	386	Jan 2000	T104	211A100W1
SHLX	387	Jan 2000	T104	211A100W1
SHLX	388	Jan 2000	T104	211A100W1
SHLX	389	Jan 2000	T104	211A100W1
SHLX	390	Feb 2000	T104	211A100W1
SHLX	391	Feb 2000	T104	211A100W1
SHLX	392	Jan 2000	T104	211A100W1
SHLX	393	Feb 2000	T104	211A100W1
SHLX	394	Feb 2000	T104	211A100W1
UTLX	300481	May 2000	T104	111A100W1
UTLX	300482	May 2000	T104	111A100W1
UTLX	300483	May 2000	T104	111A100W1
UTLX	300484	May 2000	T104	111A100W1
UTLX	300485	May 2000	T104	111A100W1
UTLX	300486	May 2000	T104	111A100W1
UTLX	300487	May 2000	T104	111A100W1
UTLX	300488	May 2000	T104	111A100W1
UTLX	300489	May 2000	T104	111A100W1
UTLX	300490	May 2000	T104	111A100W1
UTLX	301396	Jan 2000	T104	211A100W1
UTLX	301397	Jan 2000	T104	211A100W1
UTLX	301400	Jan 2000	T104	211A100W1
UTLX	301401	Feb 2000	T104	211A100W1
UTLX	301402	Jan 2000	T104	211A100W1
UTLX	301403	Jan 2000	T104	211A100W1
UTLX	301404	Jan 2000	T104	211A100W1
UTLX	301407	Jan 2000	T104	211A100W1
UTLX	301409	Jan 2000	T104	211A100W1
UTLX	301410	Jan 2000	T104	211A100W1
UTLX	301412	Jan 2000	T104	211A100W1
UTLX	630442	Apr 2000	T104	111A100W1
UTLX	630443	Apr 2000	T104	111A100W1
UTLX	630444	Apr 2000	T104	111A100W1

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	630445	Apr	2000	T104	111A100W1
UTLX	630446	Apr	2000	T104	111A100W1
UTLX	630447	Apr	2000	T104	111A100W1
UTLX	630448	Apr	2000	T104	111A100W1
UTLX	630449	Apr	2000	T104	111A100W1
UTLX	630450	Apr	2000	T104	111A100W1
UTLX	630451	Apr	2000	T104	111A100W1
UTLX	630452	Apr	2000	T104	111A100W1
UTLX	630453	Apr	2000	T104	111A100W1
UTLX	630454	Apr	2000	T104	111A100W1
UTLX	630455	Apr	2000	T104	111A100W1
UTLX	630456	Apr	2000	T104	111A100W1
UTLX	630457	Apr	2000	T104	111A100W1
UTLX	630458	Apr	2000	T104	111A100W1
UTLX	630459	Apr	2000	T104	111A100W1
UTLX	630460	Apr	2000	T104	111A100W1
UTLX	630461	Apr	2000	T104	111A100W1
UTLX	630462	Apr	2000	T104	111A100W1
UTLX	630463	Apr	2000	T104	111A100W1
UTLX	630464	Apr	2000	T104	111A100W1
UTLX	630465	Apr	2000	T104	111A100W1
UTLX	630466	Apr	2000	T104	111A100W1
UTLX	630467	Apr	2000	T104	111A100W1
UTLX	630468	Apr	2000	T104	111A100W1
UTLX	630469	Apr	2000	T104	111A100W1
UTLX	630470	May	2000	T104	111A100W1
UTLX	630471	Apr	2000	T104	111A100W1
UTLX	630472	Apr	2000	T104	111A100W1
UTLX	630473	May	2000	T104	111A100W1
UTLX	630474	May	2000	T104	111A100W1
UTLX	630475	Apr	2000	T104	111A100W1
UTLX	630476	Apr	2000	T104	111A100W1
UTLX	630477	May	2000	T104	111A100W1
UTLX	630478	May	2000	T104	111A100W1
UTLX	630479	May	2000	T104	111A100W1
UTLX	630480	May	2000	T104	111A100W1
UTLX	630481	May	2000	T104	111A100W1
UTLX	630482	Apr	2000	T104	111A100W1
UTLX	630483	May	2000	T104	111A100W1
UTLX	630484	May	2000	T104	111A100W1
UTLX	630485	May	2000	T104	111A100W1
UTLX	630486	May	2000	T104	111A100W1
UTLX	630487	May	2000	T104	111A100W1
UTLX	630488	May	2000	T104	111A100W1
UTLX	630489	May	2000	T104	111A100W1
UTLX	630490	May	2000	T104	111A100W1
UTLX	630491	May	2000	T104	111A100W1
UTLX	630492	May	2000	T104	111A100W1
UTLX	630493	May	2000	T104	111A100W1
UTLX	630494	May	2000	T104	111A100W1
UTLX	630495	May	2000	T104	111A100W1

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	630496	May	2000	T104	111A100W1
UTLX	630497	May	2000	T104	111A100W1
UTLX	630498	May	2000	T104	111A100W1
UTLX	630499	May	2000	T104	111A100W1
UTLX	630500	May	2000	T104	111A100W1
UTLX	630501	May	2000	T104	111A100W1
UTLX	630502	Aug	2000	T104	111A100W1
UTLX	630503	Aug	2000	T104	111A100W1
UTLX	630504	Aug	2000	T104	111A100W1
UTLX	630505	Aug	2000	T104	111A100W1
UTLX	630506	Aug	2000	T104	111A100W1
UTLX	630507	Aug	2000	T104	111A100W1
UTLX	630508	Aug	2000	T104	111A100W1
UTLX	630509	Aug	2000	T104	111A100W1
UTLX	630510	Aug	2000	T104	111A100W1
UTLX	630511	Aug	2000	T104	111A100W1
UTLX	630512	Aug	2000	T104	111A100W1
UTLX	630513	Aug	2000	T104	111A100W1
UTLX	630514	Aug	2000	T104	111A100W1
UTLX	630515	Aug	2000	T104	111A100W1
UTLX	630516	Aug	2000	T104	111A100W1
UTLX	630517	Aug	2000	T104	111A100W1
UTLX	630518	Aug	2000	T104	111A100W1
UTLX	630519	Aug	2000	T104	111A100W1
UTLX	630520	Aug	2000	T104	111A100W1
UTLX	630521	Aug	2000	T104	111A100W1
PROX	75970	Apr	2000	T105	211A100W1
PROX	75971	Apr	2000	T105	211A100W1
PROX	75972	Apr	2000	T105	211A100W1
PROX	75973	Apr	2000	T105	211A100W1
PROX	75974	Apr	2000	T105	211A100W1
PROX	75975	Apr	2000	T105	211A100W1
PROX	75976	Apr	2000	T105	211A100W1
PROX	75977	Apr	2000	T105	211A100W1
PROX	75978	Apr	2000	T105	211A100W1
PROX	75979	Apr	2000	T105	211A100W1
PROX	75980	Apr	2000	T105	211A100W1
PROX	75981	Apr	2000	T105	211A100W1
PROX	75982	Apr	2000	T105	211A100W1
PROX	75983	Apr	2000	T105	211A100W1
PROX	75984	Apr	2000	T105	211A100W1
PROX	75985	Apr	2000	T105	211A100W1
PROX	75986	Apr	2000	T105	211A100W1
PROX	75987	Apr	2000	T105	211A100W1
PROX	75988	Apr	2000	T105	211A100W1
PROX	75989	Apr	2000	T105	211A100W1
PROX	75990	Apr	2000	T105	211A100W1
PROX	75991	Apr	2000	T105	211A100W1
PROX	75992	Apr	2000	T105	211A100W1
PROX	75993	May	2000	T105	211A100W1
PROX	75994	Apr	2000	T105	211A100W1

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<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
PROX	75995	May	2000	T105	211A100W1
PROX	75996	May	2000	T105	211A100W1
PROX	75997	May	2000	T105	211A100W1
PROX	75998	May	2000	T105	211A100W1
PROX	75999	May	2000	T105	211A100W1
UTLX	600563	Jun	2000	T105	211A100W1
UTLX	600564	Jun	2000	T105	211A100W1
UTLX	600565	Jun	2000	T105	211A100W1
UTLX	600566	Jun	2000	T105	211A100W1
UTLX	600567	Jun	2000	T105	211A100W1
UTLX	600568	Jun	2000	T105	211A100W1
UTLX	600569	Jun	2000	T105	211A100W1
UTLX	600570	Jun	2000	T105	211A100W1
UTLX	600571	Jun	2000	T105	211A100W1
UTLX	600572	Jun	2000	T105	211A100W1
UTLX	600573	Jun	2000	T105	211A100W1
UTLX	600574	Jun	2000	T105	211A100W1
UTLX	600575	Jun	2000	T105	211A100W1
UTLX	600576	Jun	2000	T105	211A100W1
UTLX	600577	Jun	2000	T105	211A100W1
UTLX	600578	Jun	2000	T105	211A100W1
UTLX	600579	Jun	2000	T105	211A100W1
UTLX	600580	Jun	2000	T105	211A100W1
UTLX	600581	Jun	2000	T105	211A100W1
UTLX	600582	Jun	2000	T105	211A100W1
UTLX	600583	Jun	2000	T105	211A100W1
UTLX	600584	Jun	2000	T105	211A100W1
UTLX	600585	Jun	2000	T105	211A100W1
UTLX	600586	Jun	2000	T105	211A100W1
UTLX	600587	Jun	2000	T105	211A100W1
UTLX	600588	Jun	2000	T105	211A100W1
UTLX	600589	Jun	2000	T105	211A100W1
UTLX	600590	Jun	2000	T105	211A100W1
UTLX	600591	Jun	2000	T105	211A100W1
UTLX	600592	Jun	2000	T105	211A100W1
UTLX	600593	Jun	2000	T105	211A100W1
UTLX	600594	Jun	2000	T105	211A100W1
UTLX	600595	Jun	2000	T105	211A100W1
UTLX	600596	Jun	2000	T105	211A100W1
UTLX	600597	Jun	2000	T105	211A100W1
UTLX	600598	Jun	2000	T105	211A100W1
UTLX	600599	Jun	2000	T105	211A100W1
UTLX	600600	Jun	2000	T105	211A100W1
UTLX	600601	Jun	2000	T105	211A100W1
UTLX	600602	Jun	2000	T105	211A100W1
UTLX	600603	Jun	2000	T105	211A100W1
UTLX	600604	Jun	2000	T105	211A100W1
UTLX	600605	Jun	2000	T105	211A100W1
UTLX	600606	Jun	2000	T105	211A100W1
UTLX	600607	Jun	2000	T105	211A100W1
UTLX	600608	Jun	2000	T105	211A100W1

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<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	600609	Jun	2000	T105	211A100W1
UTLX	600610	Jun	2000	T105	211A100W1
UTLX	600611	Jul	2000	T105	211A100W1
UTLX	600612	Jun	2000	T105	211A100W1
UTLX	600613	Jun	2000	T105	211A100W1
UTLX	600614	Jun	2000	T105	211A100W1
UTLX	600615	Jun	2000	T105	211A100W1
UTLX	600616	Jun	2000	T105	211A100W1
UTLX	600617	Jun	2000	T105	211A100W1
UTLX	600618	Jul	2000	T105	211A100W1
UTLX	600619	Jun	2000	T105	211A100W1
UTLX	600620	Jul	2000	T105	211A100W1
UTLX	600621	Jul	2000	T105	211A100W1
UTLX	600622	Jun	2000	T105	211A100W1
UTLX	663443	Jan	2000	T105	111A100W1
UTLX	663444	Jan	2000	T105	111A100W1
UTLX	663445	Jan	2000	T105	111A100W1
UTLX	663446	Jan	2000	T105	111A100W1
UTLX	663447	Jan	2000	T105	111A100W1
UTLX	663448	Jan	2000	T105	111A100W1
UTLX	663449	Jan	2000	T105	111A100W1
UTLX	663450	Jan	2000	T105	111A100W1
UTLX	663451	Feb	2000	T105	111A100W1
UTLX	663452	Feb	2000	T105	111A100W1
UTLX	663453	Jan	2000	T105	111A100W1
UTLX	663454	Jan	2000	T105	111A100W1
UTLX	663455	Jan	2000	T105	111A100W1
UTLX	663456	Feb	2000	T105	111A100W1
UTLX	663457	Jan	2000	T105	111A100W1
UTLX	663458	Jan	2000	T105	111A100W1
UTLX	663459	Feb	2000	T105	111A100W1
UTLX	663460	Feb	2000	T105	111A100W1
UTLX	663461	Feb	2000	T105	111A100W1
UTLX	663462	Jan	2000	T105	111A100W1
UTLX	663463	Jan	2000	T105	111A100W1
UTLX	663464	Jan	2000	T105	111A100W1
UTLX	663465	Feb	2000	T105	111A100W1
UTLX	663466	Jan	2000	T105	111A100W1
UTLX	663467	Jan	2000	T105	111A100W1
UTLX	663468	Jan	2000	T105	111A100W1
UTLX	663469	Jan	2000	T105	111A100W1
UTLX	663470	Jan	2000	T105	111A100W1
UTLX	663634	Jan	2000	T105	111A100W1
UTLX	663635	Jan	2000	T105	111A100W1
UTLX	663636	Jan	2000	T105	111A100W1
UTLX	663637	Feb	2000	T105	111A100W1
UTLX	663638	Feb	2000	T105	111A100W1
UTLX	663639	Jan	2000	T105	111A100W1
UTLX	663640	Feb	2000	T105	111A100W1
UTLX	663641	Jan	2000	T105	111A100W1
UTLX	663642	Feb	2000	T105	111A100W1

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<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>	<u>AAR Code</u>	<u>DOT Class</u>
UTLX	663643	Feb 2000	T105	111A100W1
UTLX	663644	Mar 2000	T105	111A100W1
UTLX	663645	Feb 2000	T105	111A100W1
UTLX	663646	Mar 2000	T105	111A100W1
UTLX	663647	Mar 2000	T105	111A100W1
UTLX	663648	Mar 2000	T105	111A100W1
UTLX	663649	Feb 2000	T105	111A100W1
UTLX	663650	Mar 2000	T105	111A100W1
UTLX	663651	Mar 2000	T105	111A100W1
UTLX	663652	Mar 2000	T105	111A100W1
UTLX	663653	Mar 2000	T105	111A100W1
UTLX	663654	Feb 2000	T105	111A100W1
UTLX	663655	Feb 2000	T105	111A100W1
UTLX	663656	Feb 2000	T105	111A100W1
UTLX	663657	Feb 2000	T105	111A100W1
UTLX	663658	Feb 2000	T105	111A100W1
UTLX	663970	Jun 2000	T105	111A100W1
UTLX	663971	Jun 2000	T105	111A100W1
UTLX	663972	Jun 2000	T105	111A100W1
UTLX	663973	Jun 2000	T105	111A100W1
UTLX	663974	Jun 2000	T105	111A100W1
UTLX	663975	Jun 2000	T105	111A100W1
UTLX	663976	Jun 2000	T105	111A100W1
UTLX	663977	Jun 2000	T105	111A100W1
UTLX	663978	Jun 2000	T105	111A100W1
UTLX	663979	Jun 2000	T105	111A100W1
UTLX	663980	Jun 2000	T105	111A100W1
UTLX	663981	Jun 2000	T105	111A100W1
UTLX	663982	Jun 2000	T105	111A100W1
UTLX	663983	Jun 2000	T105	111A100W1
UTLX	663984	Jun 2000	T105	111A100W1
UTLX	663985	Jun 2000	T105	111A100W1
UTLX	663986	Jun 2000	T105	111A100W1
UTLX	663987	Jun 2000	T105	111A100W1
UTLX	663988	Jul 2000	T105	111A100W1
UTLX	663989	Jun 2000	T105	111A100W1
UTLX	663990	Jul 2000	T105	111A100W1
UTLX	663991	Jul 2000	T105	111A100W1
UTLX	663992	Jun 2000	T105	111A100W1
UTLX	663993	Jul 2000	T105	111A100W1
UTLX	663994	Jul 2000	T105	111A100W1
UTLX	663995	Jun 2000	T105	111A100W1
UTLX	663996	Jul 2000	T105	111A100W1
UTLX	663997	Jul 2000	T105	111A100W1
UTLX	663998	Jul 2000	T105	111A100W1
UTLX	663999	Jul 2000	T105	111A100W1
UTLX	664000	Jul 2000	T105	111A100W1
UTLX	664001	Jul 2000	T105	111A100W1
UTLX	664002	Aug 2000	T105	111A100W1
UTLX	664003	Jul 2000	T105	111A100W1
UTLX	664004	Jul 2000	T105	111A100W1

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	664005	Jul	2000	T105	111A100W1
UTLX	664006	Aug	2000	T105	111A100W1
UTLX	664007	Aug	2000	T105	111A100W1
UTLX	664008	Aug	2000	T105	111A100W1
UTLX	664009	Aug	2000	T105	111A100W1
UTLX	664010	Aug	2000	T105	111A100W1
UTLX	664011	Aug	2000	T105	111A100W1
UTLX	664012	Aug	2000	T105	111A100W1
UTLX	664060	Jun	2000	T105	111A100W1
UTLX	664061	Jun	2000	T105	111A100W1
UTLX	664062	Jun	2000	T105	111A100W1
UTLX	664063	Jun	2000	T105	111A100W1
UTLX	664064	Jun	2000	T105	111A100W1
UTLX	664065	Jun	2000	T105	111A100W1
UTLX	664066	Jun	2000	T105	111A100W1
UTLX	664067	Jun	2000	T105	111A100W1
UTLX	664068	Jun	2000	T105	111A100W1
UTLX	664069	Jun	2000	T105	111A100W1
UTLX	664120	Aug	2000	T105	111A100W1
UTLX	664121	Aug	2000	T105	111A100W1
UTLX	664122	Aug	2000	T105	111A100W1
UTLX	664123	Aug	2000	T105	111A100W1
UTLX	664124	Aug	2000	T105	111A100W1
UTLX	664125	Aug	2000	T105	111A100W1
UTLX	664126	Aug	2000	T105	111A100W1
UTLX	664127	Aug	2000	T105	111A100W1
UTLX	664128	Aug	2000	T105	111A100W1
UTLX	664129	Aug	2000	T105	111A100W1
UTLX	664130	Aug	2000	T105	111A100W1
UTLX	664131	Aug	2000	T105	111A100W1
UTLX	664132	Aug	2000	T105	111A100W1
UTLX	664133	Aug	2000	T105	111A100W1
UTLX	664134	Aug	2000	T105	111A100W1
UTLX	664135	Aug	2000	T105	111A100W1
UTLX	664136	Aug	2000	T105	111A100W1
UTLX	664137	Aug	2000	T105	111A100W1
UTLX	664138	Aug	2000	T105	111A100W1
UTLX	664139	Aug	2000	T105	111A100W1
PROX	75398	Apr	2000	T106	211A100W1
PROX	75399	Apr	2000	T106	211A100W1
PROX	75206	Jan	2000	T106	211A100W1
PROX	75208	Feb	2000	T106	211A100W1
PROX	75214	Jan	2000	T106	211A100W1
PROX	75229	Jan	2000	T106	211A100W1
PROX	75230	Jan	2000	T106	211A100W1
PROX	75238	Jan	2000	T106	211A100W1
PROX	75243	Jan	2000	T106	211A100W1
PROX	75244	Jan	2000	T106	211A100W1
PROX	75245	Jan	2000	T106	211A100W1
PROX	75246	Jan	2000	T106	211A100W1
PROX	75247	Jan	2000	T106	211A100W1

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<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
PROX	75248	Jan	2000	T106	211A100W1
PROX	75249	Jan	2000	T106	211A100W1
PROX	75250	Jan	2000	T106	211A100W1
PROX	75251	Jan	2000	T106	211A100W1
PROX	75252	Jan	2000	T106	211A100W1
PROX	75253	Jan	2000	T106	211A100W1
PROX	75254	Jan	2000	T106	211A100W1
PROX	75255	Jan	2000	T106	211A100W1
PROX	75256	Jan	2000	T106	211A100W1
PROX	75257	Jan	2000	T106	211A100W1
PROX	75258	Jan	2000	T106	211A100W1
PROX	75259	Feb	2000	T106	211A100W1
PROX	75260	Jan	2000	T106	211A100W1
PROX	75261	Jan	2000	T106	211A100W1
PROX	75262	Jan	2000	T106	211A100W1
PROX	75263	Jan	2000	T106	211A100W1
PROX	75264	Jan	2000	T106	211A100W1
PROX	75265	Jan	2000	T106	211A100W1
PROX	75266	Jan	2000	T106	211A100W1
PROX	75267	Jan	2000	T106	211A100W1
PROX	75268	Feb	2000	T106	211A100W1
PROX	75269	Jan	2000	T106	211A100W1
PROX	75270	Jan	2000	T106	211A100W1
PROX	75271	Mar	2000	T106	211A100W1
PROX	75272	Feb	2000	T106	211A100W1
PROX	75273	Jan	2000	T106	211A100W1
PROX	75274	Jan	2000	T106	211A100W1
PROX	75275	Jan	2000	T106	211A100W1
PROX	75276	Feb	2000	T106	211A100W1
PROX	75277	Jan	2000	T106	211A100W1
PROX	75278	Jan	2000	T106	211A100W1
PROX	75279	Jan	2000	T106	211A100W1
PROX	75280	Feb	2000	T106	211A100W1
PROX	75281	Feb	2000	T106	211A100W1
PROX	75282	Jan	2000	T106	211A100W1
PROX	75283	Feb	2000	T106	211A100W1
PROX	75284	Feb	2000	T106	211A100W1
PROX	75285	Feb	2000	T106	211A100W1
PROX	75286	Feb	2000	T106	211A100W1
PROX	75287	Feb	2000	T106	211A100W1
PROX	75288	Feb	2000	T106	211A100W1
PROX	75289	Feb	2000	T106	211A100W1
PROX	75290	Feb	2000	T106	211A100W1
PROX	75291	Feb	2000	T106	211A100W1
PROX	75292	Feb	2000	T106	211A100W1
PROX	75293	Feb	2000	T106	211A100W1
PROX	75294	Feb	2000	T106	211A100W1
PROX	75295	Feb	2000	T106	211A100W1
PROX	75296	Feb	2000	T106	211A100W1
PROX	75297	Feb	2000	T106	211A100W1
PROX	75298	Feb	2000	T106	211A100W1

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<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
PROX	75299	Feb	2000	T106	211A100W1
PROX	75300	Feb	2000	T106	211A100W1
PROX	75301	Feb	2000	T106	211A100W1
PROX	75302	Feb	2000	T106	211A100W1
PROX	75303	Feb	2000	T106	211A100W1
PROX	75304	Feb	2000	T106	211A100W1
PROX	75305	Feb	2000	T106	211A100W1
PROX	75306	Feb	2000	T106	211A100W1
PROX	75307	Feb	2000	T106	211A100W1
PROX	75308	Feb	2000	T106	211A100W1
PROX	75309	Feb	2000	T106	211A100W1
PROX	75310	Feb	2000	T106	211A100W1
PROX	75311	Feb	2000	T106	211A100W1
PROX	75312	Feb	2000	T106	211A100W1
PROX	75313	Feb	2000	T106	211A100W1
PROX	75314	Feb	2000	T106	211A100W1
PROX	75315	Feb	2000	T106	211A100W1
PROX	75316	Mar	2000	T106	211A100W1
PROX	75317	Mar	2000	T106	211A100W1
PROX	75318	Feb	2000	T106	211A100W1
PROX	75319	Mar	2000	T106	211A100W1
PROX	75320	Mar	2000	T106	211A100W1
PROX	75321	Mar	2000	T106	211A100W1
PROX	75322	Mar	2000	T106	211A100W1
PROX	75323	Mar	2000	T106	211A100W1
PROX	75324	Mar	2000	T106	211A100W1
PROX	75325	Mar	2000	T106	211A100W1
PROX	75326	Apr	2000	T106	211A100W1
PROX	75327	Mar	2000	T106	211A100W1
PROX	75328	Apr	2000	T106	211A100W1
PROX	75329	Mar	2000	T106	211A100W1
PROX	75330	Mar	2000	T106	211A100W1
PROX	75331	Mar	2000	T106	211A100W1
PROX	75332	Mar	2000	T106	211A100W1
PROX	75333	Mar	2000	T106	211A100W1
PROX	75334	Mar	2000	T106	211A100W1
PROX	75335	Mar	2000	T106	211A100W1
PROX	75336	Mar	2000	T106	211A100W1
PROX	75337	Mar	2000	T106	211A100W1
PROX	75338	Mar	2000	T106	211A100W1
PROX	75339	Mar	2000	T106	211A100W1
PROX	75340	Apr	2000	T106	211A100W1
PROX	75341	Mar	2000	T106	211A100W1
PROX	75342	Mar	2000	T106	211A100W1
PROX	75343	Mar	2000	T106	211A100W1
PROX	75344	Mar	2000	T106	211A100W1
PROX	75345	Mar	2000	T106	211A100W1
PROX	75346	Mar	2000	T106	211A100W1
PROX	75347	Mar	2000	T106	211A100W1
PROX	75348	Mar	2000	T106	211A100W1
PROX	75349	Mar	2000	T106	211A100W1

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
PROX	75350	Apr	2000	T106	211A100W1
PROX	75351	Mar	2000	T106	211A100W1
PROX	75352	Mar	2000	T106	211A100W1
PROX	75353	Mar	2000	T106	211A100W1
PROX	75354	Mar	2000	T106	211A100W1
PROX	75355	Apr	2000	T106	211A100W1
PROX	75356	Apr	2000	T106	211A100W1
PROX	75357	Mar	2000	T106	211A100W1
PROX	75358	Mar	2000	T106	211A100W1
PROX	75359	Apr	2000	T106	211A100W1
PROX	75360	Apr	2000	T106	211A100W1
PROX	75361	Mar	2000	T106	211A100W1
PROX	75362	Mar	2000	T106	211A100W1
PROX	75363	Mar	2000	T106	211A100W1
PROX	75364	Mar	2000	T106	211A100W1
PROX	75365	Mar	2000	T106	211A100W1
PROX	75366	Apr	2000	T106	211A100W1
PROX	75367	Mar	2000	T106	211A100W1
PROX	75368	Apr	2000	T106	211A100W1
PROX	75369	Apr	2000	T106	211A100W1
PROX	75370	Apr	2000	T106	211A100W1
PROX	75371	Apr	2000	T106	211A100W1
PROX	75372	Apr	2000	T106	211A100W1
PROX	75373	Apr	2000	T106	211A100W1
PROX	75374	Apr	2000	T106	211A100W1
PROX	75375	Apr	2000	T106	211A100W1
PROX	75376	Apr	2000	T106	211A100W1
PROX	75377	Apr	2000	T106	211A100W1
PROX	75378	May	2000	T106	211A100W1
PROX	75379	Apr	2000	T106	211A100W1
PROX	75380	Apr	2000	T106	211A100W1
PROX	75381	Apr	2000	T106	211A100W1
PROX	75382	Apr	2000	T106	211A100W1
PROX	75383	Apr	2000	T106	211A100W1
PROX	75384	Apr	2000	T106	211A100W1
PROX	75385	Apr	2000	T106	211A100W1
PROX	75386	Apr	2000	T106	211A100W1
PROX	75387	Apr	2000	T106	211A100W1
PROX	75388	Apr	2000	T106	211A100W1
PROX	75389	Apr	2000	T106	211A100W1
PROX	75390	Apr	2000	T106	211A100W1
PROX	75391	Apr	2000	T106	211A100W1
PROX	75392	May	2000	T106	211A100W1
PROX	75393	Apr	2000	T106	211A100W1
PROX	75394	Apr	2000	T106	211A100W1
PROX	75395	Apr	2000	T106	211A100W1
PROX	75396	Apr	2000	T106	211A100W1
PROX	75397	Apr	2000	T106	211A100W1
PROX	75400	Mar	2001	T106	111A100W1
PROX	75401	Apr	2001	T106	111A100W1
PROX	75402	Mar	2001	T106	111A100W1

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
PROX	75403	Mar	2001	T106	111A100W1
PROX	75404	Mar	2001	T106	111A100W1
PROX	75405	Mar	2001	T106	111A100W1
PROX	75406	Mar	2001	T106	111A100W1
PROX	75407	Mar	2001	T106	111A100W1
PROX	75408	Mar	2001	T106	111A100W1
PROX	75409	Mar	2001	T106	111A100W1
PROX	75410	Apr	2001	T106	111A100W1
PROX	75411	Mar	2001	T106	111A100W1
PROX	75412	Apr	2001	T106	111A100W1
PROX	75413	Apr	2001	T106	111A100W1
PROX	75414	Apr	2001	T106	111A100W1
PROX	75415	Apr	2001	T106	111A100W1
PROX	75416	Apr	2001	T106	111A100W1
PROX	75417	Apr	2001	T106	111A100W1
PROX	75418	Apr	2001	T106	111A100W1
PROX	75419	Apr	2001	T106	111A100W1
PROX	75420	May	2001	T106	111A100W1
PROX	75421	Apr	2001	T106	111A100W1
PROX	75422	Apr	2001	T106	111A100W1
PROX	75423	Apr	2001	T106	111A100W1
PROX	75424	Apr	2001	T106	111A100W1
PROX	75425	Apr	2001	T106	111A100W1
PROX	75426	Apr	2001	T106	111A100W1
PROX	75427	Apr	2001	T106	111A100W1
PROX	75428	Apr	2001	T106	111A100W1
PROX	75429	Apr	2001	T106	111A100W1
PROX	75430	Apr	2001	T106	111A100W1
PROX	75431	May	2001	T106	111A100W1
PROX	75432	May	2001	T106	111A100W1
PROX	75433	May	2001	T106	111A100W1
PROX	75434	Apr	2001	T106	111A100W1
PROX	75435	May	2001	T106	111A100W1
PROX	75436	May	2001	T106	111A100W1
PROX	75437	May	2001	T106	111A100W1
PROX	75438	May	2001	T106	111A100W1
PROX	75439	May	2001	T106	111A100W1
PROX	75440	May	2001	T106	111A100W1
PROX	75441	May	2001	T106	111A100W1
PROX	75442	May	2001	T106	111A100W1
PROX	75443	May	2001	T106	111A100W1
PROX	75444	May	2001	T106	111A100W1
PROX	75445	May	2001	T106	111A100W1
PROX	75446	May	2001	T106	111A100W1
PROX	75447	May	2001	T106	111A100W1
PROX	75448	May	2001	T106	111A100W1
PROX	75449	May	2001	T106	111A100W1
UTLX	301453	Feb	2000	T106	211A100W1
UTLX	301454	Feb	2000	T106	211A100W1
UTLX	301455	Jan	2000	T106	211A100W1
UTLX	301456	Feb	2000	T106	211A100W1

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<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	301457	Jan	2000	T106	211A100W1
UTLX	301458	Feb	2000	T106	211A100W1
UTLX	301459	Feb	2000	T106	211A100W1
UTLX	301460	Jan	2000	T106	211A100W1
UTLX	301461	Feb	2000	T106	211A100W1
UTLX	301462	Feb	2000	T106	211A100W1
UTLX	301463	Feb	2000	T106	211A100W1
UTLX	301464	Feb	2000	T106	211A100W1
UTLX	663499	Feb	2000	T106	111A100W1
UTLX	663500	Feb	2000	T106	111A100W1
UTLX	663501	Feb	2000	T106	111A100W1
UTLX	663502	Feb	2000	T106	111A100W1
UTLX	663503	Feb	2000	T106	111A100W1
UTLX	663504	Feb	2000	T106	111A100W1
UTLX	663505	Feb	2000	T106	111A100W1
UTLX	663506	Feb	2000	T106	111A100W1
UTLX	663507	Feb	2000	T106	111A100W1
UTLX	663508	Feb	2000	T106	111A100W1
UTLX	663509	Feb	2000	T106	111A100W1
UTLX	663510	Feb	2000	T106	111A100W1
UTLX	663511	Feb	2000	T106	111A100W1
UTLX	663512	Feb	2000	T106	111A100W1
UTLX	663513	Feb	2000	T106	111A100W1
UTLX	663514	Feb	2000	T106	111A100W1
UTLX	663515	Feb	2000	T106	111A100W1
UTLX	663516	Feb	2000	T106	111A100W1
UTLX	663517	Feb	2000	T106	111A100W1
UTLX	663518	Feb	2000	T106	111A100W1
UTLX	663519	Feb	2000	T106	111A100W1
UTLX	663520	Feb	2000	T106	111A100W1
UTLX	663521	Feb	2000	T106	111A100W1
UTLX	663522	Feb	2000	T106	111A100W1
UTLX	663523	Feb	2000	T106	111A100W1
UTLX	663524	Jan	2000	T106	211A100W1
UTLX	663525	Jan	2000	T106	211A100W1
UTLX	663526	Jan	2000	T106	211A100W1
UTLX	663527	Jan	2000	T106	211A100W1
UTLX	663528	Jan	2000	T106	211A100W1
UTLX	663529	Jan	2000	T106	211A100W1
UTLX	663530	Jan	2000	T106	211A100W1
UTLX	663531	Jan	2000	T106	211A100W1
UTLX	663532	Jan	2000	T106	211A100W1
UTLX	663533	Jan	2000	T106	211A100W1
UTLX	663534	Jan	2000	T106	211A100W1
UTLX	663535	Jan	2000	T106	211A100W1
UTLX	663536	Jan	2000	T106	211A100W1
UTLX	663537	Jan	2000	T106	211A100W1
UTLX	663538	Jan	2000	T106	211A100W1
UTLX	663539	Jan	2000	T106	211A100W1
UTLX	663540	Jan	2000	T106	211A100W1
UTLX	663541	Jan	2000	T106	211A100W1

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<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	663542	Jan	2000	T106	211A100W1
UTLX	663543	Feb	2000	T106	211A100W1
UTLX	663544	Jan	2000	T106	211A100W1
UTLX	663545	Jan	2000	T106	211A100W1
UTLX	663546	Jan	2000	T106	211A100W1
UTLX	663547	Jan	2000	T106	211A100W1
UTLX	663548	Feb	2000	T106	211A100W1
UTLX	663549	Feb	2000	T106	211A100W1
UTLX	663550	Jan	2000	T106	211A100W1
UTLX	663551	Jan	2000	T106	211A100W1
UTLX	663552	Jan	2000	T106	211A100W1
UTLX	663553	Jan	2000	T106	211A100W1
UTLX	663554	Jan	2000	T106	211A100W1
UTLX	663555	Jan	2000	T106	211A100W1
UTLX	663556	Feb	2000	T106	211A100W1
UTLX	663557	Feb	2000	T106	211A100W1
UTLX	663558	Jan	2000	T106	211A100W1
UTLX	663559	Jan	2000	T106	111A100W1
UTLX	663560	Jan	2000	T106	111A100W1
UTLX	663561	Jan	2000	T106	111A100W1
UTLX	663562	Jan	2000	T106	111A100W1
UTLX	663563	Jan	2000	T106	111A100W1
UTLX	663564	Jan	2000	T106	111A100W1
UTLX	663565	Jan	2000	T106	111A100W1
UTLX	663566	Jan	2000	T106	111A100W1
UTLX	663567	Jan	2000	T106	111A100W1
UTLX	663568	Jan	2000	T106	111A100W1
UTLX	663569	Jan	2000	T106	111A100W1
UTLX	663570	Jan	2000	T106	111A100W1
UTLX	663571	Jan	2000	T106	111A100W1
UTLX	663572	Jan	2000	T106	111A100W1
UTLX	663573	Jan	2000	T106	111A100W1
UTLX	663574	Jan	2000	T106	111A100W1
UTLX	663575	Jan	2000	T106	111A100W1
UTLX	663576	Jan	2000	T106	111A100W1
UTLX	663577	Jan	2000	T106	111A100W1
UTLX	663578	Jan	2000	T106	111A100W1
UTLX	663579	Jan	2000	T106	111A100W1
UTLX	663580	Jan	2000	T106	111A100W1
UTLX	663581	Jan	2000	T106	111A100W1
UTLX	663582	Jan	2000	T106	111A100W1
UTLX	663583	Jan	2000	T106	111A100W1
UTLX	663659	Feb	2000	T106	111A100W1
UTLX	663660	Feb	2000	T106	111A100W1
UTLX	663661	Feb	2000	T106	111A100W1
UTLX	663662	Feb	2000	T106	111A100W1
UTLX	663663	Feb	2000	T106	111A100W1
UTLX	663664	Feb	2000	T106	111A100W1
UTLX	663665	Feb	2000	T106	111A100W1
UTLX	663666	Feb	2000	T106	111A100W1
UTLX	663667	Feb	2000	T106	111A100W1

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	663668	Feb	2000	T106	111A100W1
UTLX	663669	Feb	2000	T106	111A100W1
UTLX	663670	Feb	2000	T106	111A100W1
UTLX	663671	Feb	2000	T106	111A100W1
UTLX	663672	Feb	2000	T106	111A100W1
UTLX	663673	Feb	2000	T106	111A100W1
UTLX	663674	Feb	2000	T106	111A100W1
UTLX	663675	Feb	2000	T106	111A100W1
UTLX	663676	Feb	2000	T106	111A100W1
UTLX	663677	Feb	2000	T106	111A100W1
UTLX	663678	Feb	2000	T106	111A100W1
UTLX	663679	Feb	2000	T106	111A100W1
UTLX	663680	Feb	2000	T106	111A100W1
UTLX	663681	Feb	2000	T106	111A100W1
UTLX	663682	Feb	2000	T106	111A100W1
UTLX	663683	Feb	2000	T106	111A100W1
UTLX	663694	Feb	2000	T106	111A100W1
UTLX	663695	Feb	2000	T106	111A100W1
UTLX	663696	Feb	2000	T106	111A100W1
UTLX	663697	Feb	2000	T106	111A100W1
UTLX	663698	Feb	2000	T106	111A100W1
UTLX	663699	Feb	2000	T106	111A100W1
UTLX	663700	Feb	2000	T106	111A100W1
UTLX	663701	Feb	2000	T106	111A100W1
UTLX	663702	Feb	2000	T106	111A100W1
UTLX	663703	Feb	2000	T106	111A100W1
UTLX	663704	Feb	2000	T106	111A100W1
UTLX	663705	Feb	2000	T106	111A100W1
UTLX	663706	Feb	2000	T106	111A100W1
UTLX	663707	Feb	2000	T106	111A100W1
UTLX	663708	Feb	2000	T106	111A100W1
UTLX	663709	Feb	2000	T106	111A100W1
UTLX	663710	Feb	2000	T106	111A100W1
UTLX	663711	Feb	2000	T106	111A100W1
UTLX	663712	Feb	2000	T106	111A100W1
UTLX	663713	Feb	2000	T106	111A100W1
UTLX	663714	Feb	2000	T106	111A100W1
UTLX	663715	Feb	2000	T106	111A100W1
UTLX	663716	Feb	2000	T106	111A100W1
UTLX	663717	Feb	2000	T106	111A100W1
UTLX	663718	Feb	2000	T106	111A100W1
UTLX	663719	Apr	2000	T106	111A100W1
UTLX	663720	Mar	2000	T106	111A100W1
UTLX	663721	Mar	2000	T106	111A100W1
UTLX	663722	Mar	2000	T106	111A100W1
UTLX	663723	Mar	2000	T106	111A100W1
UTLX	663724	Mar	2000	T106	111A100W1
UTLX	663725	Mar	2000	T106	111A100W1
UTLX	663726	Mar	2000	T106	111A100W1
UTLX	663727	Mar	2000	T106	111A100W1
UTLX	663728	Mar	2000	T106	111A100W1

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	663729	Mar	2000	T106	111A100W1
UTLX	663730	Mar	2000	T106	111A100W1
UTLX	663731	Apr	2000	T106	111A100W1
UTLX	663732	Apr	2000	T106	111A100W1
UTLX	663733	Apr	2000	T106	111A100W1
UTLX	663734	Mar	2000	T106	111A100W1
UTLX	663735	Mar	2000	T106	111A100W1
UTLX	663736	Mar	2000	T106	111A100W1
UTLX	663737	Apr	2000	T106	111A100W1
UTLX	663738	Apr	2000	T106	111A100W1
UTLX	663739	Mar	2000	T106	111A100W1
UTLX	663740	Apr	2000	T106	111A100W1
UTLX	663741	Apr	2000	T106	111A100W1
UTLX	663742	Mar	2000	T106	111A100W1
UTLX	663743	Apr	2000	T106	111A100W1
UTLX	663769	Mar	2000	T106	111A100W1
UTLX	663770	Feb	2000	T106	111A100W1
UTLX	663771	Mar	2000	T106	111A100W1
UTLX	663772	Mar	2000	T106	111A100W1
UTLX	663773	Mar	2000	T106	111A100W1
UTLX	663774	Mar	2000	T106	111A100W1
UTLX	663775	Mar	2000	T106	111A100W1
UTLX	663776	Feb	2000	T106	111A100W1
UTLX	663777	Mar	2000	T106	111A100W1
UTLX	663778	Mar	2000	T106	111A100W1
UTLX	663779	Mar	2000	T106	111A100W1
UTLX	663780	Mar	2000	T106	111A100W1
UTLX	663781	Mar	2000	T106	111A100W1
UTLX	663782	Mar	2000	T106	111A100W1
UTLX	663783	Mar	2000	T106	111A100W1
UTLX	663784	Mar	2000	T106	111A100W1
UTLX	663785	Mar	2000	T106	111A100W1
UTLX	663786	Mar	2000	T106	111A100W1
UTLX	663787	Mar	2000	T106	111A100W1
UTLX	663788	Mar	2000	T106	111A100W1
UTLX	663789	Mar	2000	T106	111A100W1
UTLX	663790	Apr	2000	T106	111A100W1
UTLX	663791	Mar	2000	T106	111A100W1
UTLX	663792	Mar	2000	T106	111A100W1
UTLX	663793	Mar	2000	T106	111A100W1
UTLX	663794	Apr	2000	T106	111A100W1
UTLX	663795	Apr	2000	T106	111A100W1
UTLX	663796	Apr	2000	T106	111A100W1
UTLX	663797	Apr	2000	T106	111A100W1
UTLX	663798	Apr	2000	T106	111A100W1
UTLX	663799	Apr	2000	T106	111A100W1
UTLX	663800	Apr	2000	T106	111A100W1
UTLX	663801	Apr	2000	T106	111A100W1
UTLX	663802	Apr	2000	T106	111A100W1
UTLX	663803	Apr	2000	T106	111A100W1
UTLX	663804	Apr	2000	T106	111A100W1

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	663805	Apr	2000	T106	111A100W1
UTLX	663806	Apr	2000	T106	111A100W1
UTLX	663807	Apr	2000	T106	111A100W1
UTLX	663808	Apr	2000	T106	111A100W1
UTLX	663809	Apr	2000	T106	111A100W1
UTLX	663810	Apr	2000	T106	111A100W1
UTLX	663811	Apr	2000	T106	111A100W1
UTLX	663812	Apr	2000	T106	111A100W1
UTLX	663813	Apr	2000	T106	111A100W1
UTLX	663814	Apr	2000	T106	111A100W1
UTLX	663815	Apr	2000	T106	111A100W1
UTLX	663816	Apr	2000	T106	111A100W1
UTLX	663817	Apr	2000	T106	111A100W1
UTLX	663818	Mar	2000	T106	111A100W1
UTLX	663819	Apr	2000	T106	111A100W1
UTLX	663820	Apr	2000	T106	111A100W1
UTLX	663821	Apr	2000	T106	111A100W1
UTLX	663822	Apr	2000	T106	111A100W1
UTLX	663823	Apr	2000	T106	111A100W1
UTLX	663824	Apr	2000	T106	111A100W1
UTLX	663825	Apr	2000	T106	111A100W1
UTLX	663826	Apr	2000	T106	111A100W1
UTLX	663827	Apr	2000	T106	111A100W1
UTLX	663828	Apr	2000	T106	111A100W1
UTLX	663829	Apr	2000	T106	111A100W1
UTLX	663830	Apr	2000	T106	111A100W1
UTLX	663831	Apr	2000	T106	111A100W1
UTLX	663832	Apr	2000	T106	111A100W1
UTLX	663833	Apr	2000	T106	111A100W1
UTLX	663834	Apr	2000	T106	111A100W1
UTLX	663835	Apr	2000	T106	111A100W1
UTLX	663836	Apr	2000	T106	111A100W1
UTLX	663837	Apr	2000	T106	111A100W1
UTLX	663838	Apr	2000	T106	111A100W1
UTLX	663839	Apr	2000	T106	111A100W1
UTLX	663840	Apr	2000	T106	111A100W1
UTLX	663841	Apr	2000	T106	111A100W1
UTLX	663842	Apr	2000	T106	111A100W1
UTLX	663843	Apr	2000	T106	111A100W1
UTLX	663844	Apr	2000	T106	111A100W1
UTLX	663845	Apr	2000	T106	111A100W1
UTLX	663846	Apr	2000	T106	111A100W1
UTLX	663847	Apr	2000	T106	111A100W1
UTLX	663848	Apr	2000	T106	111A100W1
UTLX	663849	Apr	2000	T106	111A100W1
UTLX	663850	Apr	2000	T106	111A100W1
UTLX	663851	Apr	2000	T106	111A100W1
UTLX	663852	Apr	2000	T106	111A100W1
UTLX	663853	Apr	2000	T106	111A100W1
UTLX	663854	Apr	2000	T106	111A100W1
UTLX	663855	Apr	2000	T106	111A100W1

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	663856	Apr	2000	T106	111A100W1
UTLX	663857	Apr	2000	T106	111A100W1
UTLX	663858	Apr	2000	T106	111A100W1
UTLX	663859	Apr	2000	T106	111A100W1
UTLX	663860	Apr	2000	T106	111A100W1
UTLX	663861	Apr	2000	T106	111A100W1
UTLX	663862	Apr	2000	T106	111A100W1
UTLX	663863	Apr	2000	T106	111A100W1
UTLX	663864	Apr	2000	T106	111A100W1
UTLX	663865	Apr	2000	T106	111A100W1
UTLX	663866	Apr	2000	T106	111A100W1
UTLX	663867	Apr	2000	T106	111A100W1
UTLX	663868	Apr	2000	T106	111A100W1
UTLX	663869	Apr	2000	T106	111A100W1
UTLX	663870	Apr	2000	T106	111A100W1
UTLX	663871	Apr	2000	T106	111A100W1
UTLX	663872	Apr	2000	T106	111A100W1
UTLX	663873	Apr	2000	T106	111A100W1
UTLX	663874	Apr	2000	T106	111A100W1
UTLX	663875	Mar	2000	T106	111A100W1
UTLX	663876	Mar	2000	T106	111A100W1
UTLX	663877	Mar	2000	T106	111A100W1
UTLX	663878	Mar	2000	T106	111A100W1
UTLX	663879	Mar	2000	T106	111A100W1
UTLX	663880	Mar	2000	T106	111A100W1
UTLX	663881	Mar	2000	T106	111A100W1
UTLX	663882	Mar	2000	T106	111A100W1
UTLX	663883	Mar	2000	T106	111A100W1
UTLX	663884	Mar	2000	T106	111A100W1
UTLX	663885	Mar	2000	T106	111A100W1
UTLX	663886	Mar	2000	T106	111A100W1
UTLX	663887	Mar	2000	T106	111A100W1
UTLX	663888	Mar	2000	T106	111A100W1
UTLX	663889	Mar	2000	T106	111A100W1
UTLX	663890	Mar	2000	T106	111A100W1
UTLX	663891	Mar	2000	T106	111A100W1
UTLX	663892	Apr	2000	T106	111A100W1
UTLX	663893	Apr	2000	T106	111A100W1
UTLX	663894	Apr	2000	T106	111A100W1
UTLX	663895	Apr	2000	T106	111A100W1
UTLX	663896	Apr	2000	T106	111A100W1
UTLX	663897	Apr	2000	T106	111A100W1
UTLX	663898	Apr	2000	T106	111A100W1
UTLX	663899	Apr	2000	T106	111A100W1
UTLX	663945	Jun	2000	T106	111A100W1
UTLX	663946	May	2000	T106	111A100W1
UTLX	663947	May	2000	T106	111A100W1
UTLX	663948	May	2000	T106	111A100W1
UTLX	663949	May	2000	T106	111A100W1
UTLX	663950	May	2000	T106	111A100W1
UTLX	663951	May	2000	T106	111A100W1

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<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	663952	May	2000	T106	111A100W1
UTLX	663953	May	2000	T106	111A100W1
UTLX	663954	May	2000	T106	111A100W1
UTLX	663955	May	2000	T106	111A100W1
UTLX	663956	Jun	2000	T106	111A100W1
UTLX	663957	May	2000	T106	111A100W1
UTLX	663958	May	2000	T106	111A100W1
UTLX	663959	Jun	2000	T106	111A100W1
UTLX	663960	Jun	2000	T106	111A100W1
UTLX	663961	Jun	2000	T106	111A100W1
UTLX	663962	Jun	2000	T106	111A100W1
UTLX	663963	Jun	2000	T106	111A100W1
UTLX	663964	Jun	2000	T106	111A100W1
UTLX	663965	Jun	2000	T106	111A100W1
UTLX	663966	Jun	2000	T106	111A100W1
UTLX	663967	Jun	2000	T106	111A100W1
UTLX	663968	Jun	2000	T106	111A100W1
UTLX	663969	Jun	2000	T106	111A100W1
UTLX	664035	Jun	2000	T106	111A100W1
UTLX	664036	Jul	2000	T106	111A100W1
UTLX	664037	Jul	2000	T106	111A100W1
UTLX	664038	Jul	2000	T106	111A100W1
UTLX	664039	Jul	2000	T106	111A100W1
UTLX	664040	Jul	2000	T106	111A100W1
UTLX	664041	Jul	2000	T106	111A100W1
UTLX	664042	Jul	2000	T106	111A100W1
UTLX	664043	Jul	2000	T106	111A100W1
UTLX	664044	Jul	2000	T106	111A100W1
UTLX	664045	Aug	2000	T106	111A100W1
UTLX	664046	Jul	2000	T106	111A100W1
UTLX	664047	Jul	2000	T106	111A100W1
UTLX	664048	Aug	2000	T106	111A100W1
UTLX	664049	Jul	2000	T106	111A100W1
UTLX	664050	Jul	2000	T106	111A100W1
UTLX	664051	Jul	2000	T106	111A100W1
UTLX	664052	Jul	2000	T106	111A100W1
UTLX	664053	Jul	2000	T106	111A100W1
UTLX	664054	Jul	2000	T106	111A100W1
UTLX	664055	Jul	2000	T106	111A100W1
UTLX	664056	Jul	2000	T106	111A100W1
UTLX	664057	Jul	2000	T106	111A100W1
UTLX	664058	Jul	2000	T106	111A100W1
UTLX	664059	Jul	2000	T106	111A100W1
UTLX	664070	Jul	2000	T106	111A100W1
UTLX	664071	Jul	2000	T106	111A100W1
UTLX	664072	Jul	2000	T106	111A100W1
UTLX	664073	Jul	2000	T106	111A100W1
UTLX	664074	Jul	2000	T106	111A100W1
UTLX	664075	Jul	2000	T106	111A100W1
UTLX	664076	Jul	2000	T106	111A100W1
UTLX	664077	Jul	2000	T106	111A100W1

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	664078	Jul	2000	T106	111A100W1
UTLX	664079	Jul	2000	T106	111A100W1
UTLX	664080	Jul	2000	T106	111A100W1
UTLX	664081	Jul	2000	T106	111A100W1
UTLX	664082	Jul	2000	T106	111A100W1
UTLX	664083	Jul	2000	T106	111A100W1
UTLX	664093	Jul	2000	T106	111A100W1
UTLX	664094	Jul	2000	T106	111A100W1
UTLX	664140	Aug	2000	T106	111A100W1
UTLX	664141	Aug	2000	T106	111A100W1
UTLX	664142	Aug	2000	T106	111A100W1
UTLX	664143	Aug	2000	T106	111A100W1
UTLX	664144	Aug	2000	T106	111A100W1
UTLX	664145	Aug	2000	T106	111A100W1
UTLX	664146	Aug	2000	T106	111A100W1
UTLX	664147	Sep	2000	T106	111A100W1
UTLX	664148	Aug	2000	T106	111A100W1
UTLX	664149	Sep	2000	T106	111A100W1
UTLX	664150	Aug	2000	T106	111A100W1
UTLX	664151	Sep	2000	T106	111A100W1
UTLX	664152	Aug	2000	T106	111A100W1
UTLX	664153	Sep	2000	T106	111A100W1
UTLX	664154	Aug	2000	T106	111A100W1
UTLX	664155	Aug	2000	T106	111A100W1
UTLX	664156	Aug	2000	T106	111A100W1
UTLX	664157	Sep	2000	T106	111A100W1
UTLX	664158	Sep	2000	T106	111A100W1
UTLX	664159	Sep	2000	T106	111A100W1
UTLX	664160	Sep	2000	T106	111A100W1
UTLX	664161	Sep	2000	T106	111A100W1
UTLX	664162	Sep	2000	T106	111A100W1
UTLX	664163	Aug	2000	T106	111A100W1
UTLX	664164	Aug	2000	T106	111A100W1
UTLX	664331	Sep	2000	T106	111A100W1
UTLX	664332	Sep	2000	T106	111A100W1
UTLX	664333	Sep	2000	T106	111A100W1
UTLX	664334	Sep	2000	T106	111A100W1
UTLX	664335	Sep	2000	T106	111A100W1
UTLX	664336	Sep	2000	T106	111A100W1
UTLX	664337	Sep	2000	T106	111A100W1
UTLX	664338	Sep	2000	T106	111A100W1
UTLX	664339	Sep	2000	T106	111A100W1
UTLX	664340	Sep	2000	T106	111A100W1
UTLX	664341	Sep	2000	T106	111A100W1
UTLX	664342	Sep	2000	T106	111A100W1
UTLX	664343	Sep	2000	T106	111A100W1
UTLX	664344	Sep	2000	T106	111A100W1
UTLX	664345	Sep	2000	T106	111A100W1
UTLX	664346	Sep	2000	T106	111A100W1
UTLX	664347	Sep	2000	T106	111A100W1
UTLX	664348	Sep	2000	T106	111A100W1

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	664349	Sep	2000	T106	111A100W1
UTLX	664350	Sep	2000	T106	111A100W1
UTLX	664351	Sep	2000	T106	111A100W1
UTLX	664352	Sep	2000	T106	111A100W1
UTLX	664353	Sep	2000	T106	111A100W1
UTLX	664354	Sep	2000	T106	111A100W1
UTLX	664355	Sep	2000	T106	111A100W1
PROX	23161	Jan	2001	T107	111A100W1
PROX	23162	Jan	2001	T107	111A100W1
PROX	23163	Feb	2001	T107	111A100W1
PROX	23164	Feb	2001	T107	111A100W1
PROX	23165	Jan	2001	T107	111A100W1
PROX	23166	Jan	2001	T107	111A100W1
PROX	23167	Jan	2001	T107	111A100W1
PROX	23168	Jan	2001	T107	111A100W1
PROX	23169	Jan	2001	T107	111A100W1
PROX	23170	Jan	2001	T107	111A100W1
PROX	23171	Jan	2001	T107	111A100W1
PROX	23172	Jan	2001	T107	111A100W1
PROX	23173	Jan	2001	T107	111A100W1
PROX	23174	Jan	2001	T107	111A100W1
PROX	23175	Jan	2001	T107	111A100W1
PROX	23176	Jan	2001	T107	111A100W1
PROX	23177	Jan	2001	T107	111A100W1
PROX	23178	Jan	2001	T107	111A100W1
PROX	23179	Jan	2001	T107	111A100W1
PROX	23180	Jan	2001	T107	111A100W1
PROX	23181	Jan	2001	T107	111A100W1
PROX	23182	Jan	2001	T107	111A100W1
PROX	23183	Jan	2001	T107	111A100W1
PROX	23184	Jan	2001	T107	111A100W1
PROX	23185	Jan	2001	T107	111A100W1
PROX	23186	Jan	2001	T107	111A100W1
PROX	23187	Feb	2001	T107	111A100W1
PROX	23188	Jan	2001	T107	111A100W1
PROX	23189	Jan	2001	T107	111A100W1
PROX	23190	Jan	2001	T107	111A100W1
PROX	23191	Feb	2001	T107	111A100W1
PROX	23192	Feb	2001	T107	111A100W1
PROX	23193	Jan	2001	T107	111A100W1
PROX	23194	Feb	2001	T107	111A100W1
PROX	23195	Feb	2001	T107	111A100W1
PROX	23196	Feb	2001	T107	111A100W1
PROX	23197	Feb	2001	T107	111A100W1
PROX	23198	Feb	2001	T107	111A100W1
PROX	23199	Feb	2001	T107	111A100W1
PROX	23200	Feb	2001	T107	111A100W1
PROX	23201	Feb	2001	T107	111A100W1
PROX	23202	Feb	2001	T107	111A100W1
PROX	23203	Feb	2001	T107	111A100W1
PROX	23204	Feb	2001	T107	111A100W1

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
PROX	23205	Feb	2001	T107	111A100W1
PROX	23206	Feb	2001	T107	111A100W1
PROX	23207	Feb	2001	T107	111A100W1
PROX	23208	Feb	2001	T107	111A100W1
PROX	23209	Feb	2001	T107	111A100W1
PROX	23210	Feb	2001	T107	111A100W1
PROX	23211	Feb	2001	T107	111A100W1
PROX	23212	Feb	2001	T107	111A100W1
PROX	23213	Feb	2001	T107	111A100W1
PROX	23214	Feb	2001	T107	111A100W1
PROX	23215	Feb	2001	T107	111A100W1
UTLX	203216	Oct	2000	T107	111A100W1
UTLX	203217	Oct	2000	T107	111A100W1
UTLX	203218	Oct	2000	T107	111A100W1
UTLX	203219	Oct	2000	T107	111A100W1
UTLX	203220	Oct	2000	T107	111A100W1
UTLX	203221	Oct	2000	T107	111A100W1
UTLX	203222	Oct	2000	T107	111A100W1
UTLX	203223	Oct	2000	T107	111A100W1
UTLX	203224	Oct	2000	T107	111A100W1
UTLX	203225	Oct	2000	T107	111A100W1
UTLX	203226	Oct	2000	T107	111A100W1
UTLX	203227	Oct	2000	T107	111A100W1
UTLX	203228	Oct	2000	T107	111A100W1
UTLX	203229	Oct	2000	T107	111A100W1
UTLX	203230	Oct	2000	T107	111A100W1
UTLX	203231	Oct	2000	T107	111A100W1
UTLX	203232	Oct	2000	T107	111A100W1
UTLX	203233	Oct	2000	T107	111A100W1
UTLX	203234	Oct	2000	T107	111A100W1
UTLX	203235	Nov	2000	T107	111A100W1
UTLX	203236	Nov	2000	T107	111A100W1
UTLX	203237	Nov	2000	T107	111A100W1
UTLX	203238	Nov	2000	T107	111A100W1
UTLX	203239	Nov	2000	T107	111A100W1
UTLX	203240	Nov	2000	T107	111A100W1
UTLX	203241	Nov	2000	T107	111A100W1
UTLX	203242	Nov	2000	T107	111A100W1
UTLX	203243	Nov	2000	T107	111A100W1
UTLX	203244	Nov	2000	T107	111A100W1
UTLX	203245	Nov	2000	T107	111A100W1
UTLX	203246	Nov	2000	T107	111A100W1
UTLX	203247	Nov	2000	T107	111A100W1
UTLX	203248	Nov	2000	T107	111A100W1
UTLX	203249	Nov	2000	T107	111A100W1
UTLX	663471	May	2000	T107	211A100W1
UTLX	663472	May	2000	T107	211A100W1
UTLX	663473	May	2000	T107	211A100W1
UTLX	663474	May	2000	T107	211A100W1
UTLX	663475	May	2000	T107	211A100W1
UTLX	663476	May	2000	T107	211A100W1

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<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	663477	May	2000	T107	211A100W1
UTLX	663478	May	2000	T107	211A100W1
UTLX	663479	May	2000	T107	211A100W1
UTLX	663480	May	2000	T107	211A100W1
UTLX	663481	May	2000	T107	211A100W1
UTLX	663482	May	2000	T107	211A100W1
UTLX	663483	May	2000	T107	211A100W1
UTLX	663484	May	2000	T107	211A100W1
UTLX	663485	May	2000	T107	211A100W1
UTLX	663486	May	2000	T107	211A100W1
UTLX	663487	May	2000	T107	211A100W1
UTLX	663488	May	2000	T107	211A100W1
UTLX	663489	May	2000	T107	211A100W1
UTLX	663490	May	2000	T107	211A100W1
UTLX	663491	May	2000	T107	211A100W1
UTLX	663492	May	2000	T107	211A100W1
UTLX	663493	May	2000	T107	211A100W1
UTLX	663494	May	2000	T107	211A100W1
UTLX	663495	May	2000	T107	211A100W1
UTLX	663496	May	2000	T107	211A100W1
UTLX	663497	May	2000	T107	211A100W1
UTLX	663498	May	2000	T107	211A100W1
UTLX	663584	Feb	2000	T107	111A100W1
UTLX	663585	Feb	2000	T107	111A100W1
UTLX	663586	Jan	2000	T107	111A100W1
UTLX	663587	Jan	2000	T107	111A100W1
UTLX	663588	Feb	2000	T107	111A100W1
UTLX	663589	Feb	2000	T107	111A100W1
UTLX	663590	Feb	2000	T107	111A100W1
UTLX	663591	Feb	2000	T107	111A100W1
UTLX	663592	Jan	2000	T107	111A100W1
UTLX	663593	Jan	2000	T107	111A100W1
UTLX	663594	Feb	2000	T107	111A100W1
UTLX	663595	Jan	2000	T107	111A100W1
UTLX	663596	Feb	2000	T107	111A100W1
UTLX	663597	Feb	2000	T107	111A100W1
UTLX	663598	Jan	2000	T107	111A100W1
UTLX	663599	Jan	2000	T107	111A100W1
UTLX	663600	Jan	2000	T107	111A100W1
UTLX	663601	Jan	2000	T107	111A100W1
UTLX	663602	Jan	2000	T107	111A100W1
UTLX	663603	Jan	2000	T107	111A100W1
UTLX	663604	Jan	2000	T107	111A100W1
UTLX	663605	Jan	2000	T107	111A100W1
UTLX	663606	Jan	2000	T107	111A100W1
UTLX	663607	Jan	2000	T107	111A100W1
UTLX	663608	Jan	2000	T107	111A100W1
UTLX	663609	Feb	2000	T107	111A100W1
UTLX	663610	Feb	2000	T107	111A100W1
UTLX	663611	Feb	2000	T107	111A100W1
UTLX	663612	Feb	2000	T107	111A100W1

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	663613	Feb	2000	T107	111A100W1
UTLX	663614	Feb	2000	T107	111A100W1
UTLX	663615	Feb	2000	T107	111A100W1
UTLX	663616	Feb	2000	T107	111A100W1
UTLX	663617	Feb	2000	T107	111A100W1
UTLX	663618	Feb	2000	T107	111A100W1
UTLX	663619	Feb	2000	T107	111A100W1
UTLX	663620	Feb	2000	T107	111A100W1
UTLX	663621	Feb	2000	T107	111A100W1
UTLX	663622	Feb	2000	T107	111A100W1
UTLX	663623	Feb	2000	T107	111A100W1
UTLX	663624	Feb	2000	T107	111A100W1
UTLX	663625	Feb	2000	T107	111A100W1
UTLX	663626	Feb	2000	T107	111A100W1
UTLX	663627	Feb	2000	T107	111A100W1
UTLX	663628	Feb	2000	T107	111A100W1
UTLX	663629	Feb	2000	T107	111A100W1
UTLX	663630	Feb	2000	T107	111A100W1
UTLX	663631	Feb	2000	T107	111A100W1
UTLX	663632	Feb	2000	T107	111A100W1
UTLX	663633	Feb	2000	T107	111A100W1
UTLX	663744	Mar	2000	T107	111A100W1
UTLX	663745	Mar	2000	T107	111A100W1
UTLX	663746	Feb	2000	T107	111A100W1
UTLX	663747	Mar	2000	T107	111A100W1
UTLX	663748	Mar	2000	T107	111A100W1
UTLX	663749	Feb	2000	T107	111A100W1
UTLX	663750	Feb	2000	T107	111A100W1
UTLX	663751	Mar	2000	T107	111A100W1
UTLX	663752	Feb	2000	T107	111A100W1
UTLX	663753	Feb	2000	T107	111A100W1
UTLX	663754	Mar	2000	T107	111A100W1
UTLX	663755	Mar	2000	T107	111A100W1
UTLX	663756	Mar	2000	T107	111A100W1
UTLX	663757	Mar	2000	T107	111A100W1
UTLX	663758	Mar	2000	T107	111A100W1
UTLX	663759	Mar	2000	T107	111A100W1
UTLX	663760	Mar	2000	T107	111A100W1
UTLX	663761	Mar	2000	T107	111A100W1
UTLX	663762	Mar	2000	T107	111A100W1
UTLX	663763	Mar	2000	T107	111A100W1
UTLX	663764	Mar	2000	T107	111A100W1
UTLX	663765	Mar	2000	T107	111A100W1
UTLX	663766	Mar	2000	T107	111A100W1
UTLX	663767	Mar	2000	T107	111A100W1
UTLX	663768	Mar	2000	T107	111A100W1
UTLX	663900	May	2000	T107	111A100W1
UTLX	663901	May	2000	T107	111A100W1
UTLX	663902	Jun	2000	T107	111A100W1
UTLX	663903	Jun	2000	T107	111A100W1
UTLX	663904	Jun	2000	T107	111A100W1

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<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>	<u>AAR Code</u>	<u>DOT Class</u>
UTLX	663905	May 2000	T107	111A100W1
UTLX	663906	Jun 2000	T107	111A100W1
UTLX	663907	Jun 2000	T107	111A100W1
UTLX	663908	May 2000	T107	111A100W1
UTLX	663909	May 2000	T107	111A100W1
UTLX	663910	May 2000	T107	111A100W1
UTLX	663911	May 2000	T107	111A100W1
UTLX	663912	May 2000	T107	111A100W1
UTLX	663913	May 2000	T107	111A100W1
UTLX	663914	May 2000	T107	111A100W1
UTLX	663915	May 2000	T107	111A100W1
UTLX	663916	May 2000	T107	111A100W1
UTLX	663917	May 2000	T107	111A100W1
UTLX	663918	May 2000	T107	111A100W1
UTLX	663919	May 2000	T107	111A100W1
UTLX	663920	May 2000	T107	111A100W1
UTLX	663921	May 2000	T107	111A100W1
UTLX	663922	May 2000	T107	111A100W1
UTLX	663923	May 2000	T107	111A100W1
UTLX	663924	May 2000	T107	111A100W1
UTLX	663925	May 2000	T107	111A100W1
UTLX	663926	May 2000	T107	111A100W1
UTLX	663927	May 2000	T107	111A100W1
UTLX	663928	May 2000	T107	111A100W1
UTLX	663929	May 2000	T107	111A100W1
UTLX	663930	May 2000	T107	111A100W1
UTLX	663931	May 2000	T107	111A100W1
UTLX	663932	May 2000	T107	111A100W1
UTLX	663933	May 2000	T107	111A100W1
UTLX	663934	May 2000	T107	111A100W1
UTLX	663935	May 2000	T107	111A100W1
UTLX	663936	May 2000	T107	111A100W1
UTLX	663937	May 2000	T107	111A100W1
UTLX	663938	May 2000	T107	111A100W1
UTLX	663939	Jun 2000	T107	111A100W1
UTLX	663940	May 2000	T107	111A100W1
UTLX	663941	Jun 2000	T107	111A100W1
UTLX	663942	Jun 2000	T107	111A100W1
UTLX	663943	Jun 2000	T107	111A100W1
UTLX	663944	Jun 2000	T107	111A100W1
UTLX	664095	Jul 2000	T107	111A100W1
UTLX	664096	Jul 2000	T107	111A100W1
UTLX	664097	Jul 2000	T107	111A100W1
UTLX	664098	Jul 2000	T107	111A100W1
UTLX	664099	Jul 2000	T107	111A100W1
UTLX	664100	Jul 2000	T107	111A100W1
UTLX	664101	Jul 2000	T107	111A100W1
UTLX	664102	Jul 2000	T107	111A100W1
UTLX	664103	Jul 2000	T107	111A100W1
UTLX	664104	Jul 2000	T107	111A100W1
UTLX	664105	Jul 2000	T107	111A100W1

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<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	664106	Jul	2000	T107	111A100W1
UTLX	664107	Jul	2000	T107	111A100W1
UTLX	664108	Jul	2000	T107	111A100W1
UTLX	664109	Aug	2000	T107	111A100W1
UTLX	664110	Jul	2000	T107	111A100W1
UTLX	664111	Aug	2000	T107	111A100W1
UTLX	664112	Aug	2000	T107	111A100W1
UTLX	664113	Aug	2000	T107	111A100W1
UTLX	664114	Aug	2000	T107	111A100W1
UTLX	664115	Aug	2000	T107	111A100W1
UTLX	664116	Jul	2000	T107	111A100W1
UTLX	664117	Jul	2000	T107	111A100W1
UTLX	664118	Aug	2000	T107	111A100W1
UTLX	664119	Jul	2000	T107	111A100W1
UTLX	664165	Aug	2000	T107	111A100W1
UTLX	664166	Aug	2000	T107	111A100W1
UTLX	664167	Aug	2000	T107	111A100W1
UTLX	664168	Aug	2000	T107	111A100W1
UTLX	664169	Aug	2000	T107	111A100W1
UTLX	664170	Aug	2000	T107	111A100W1
UTLX	664171	Aug	2000	T107	111A100W1
UTLX	664172	Aug	2000	T107	111A100W1
UTLX	664173	Aug	2000	T107	111A100W1
UTLX	664174	Aug	2000	T107	111A100W1
UTLX	664175	Aug	2000	T107	111A100W1
UTLX	664176	Aug	2000	T107	111A100W1
UTLX	664177	Aug	2000	T107	111A100W1
UTLX	664178	Aug	2000	T107	111A100W1
UTLX	664179	Aug	2000	T107	111A100W1
UTLX	664180	Aug	2000	T107	111A100W1
UTLX	664181	Aug	2000	T107	111A100W1
UTLX	664182	Aug	2000	T107	111A100W1
UTLX	664183	Aug	2000	T107	111A100W1
UTLX	664184	Aug	2000	T107	111A100W1
UTLX	664185	Aug	2000	T107	111A100W1
UTLX	664186	Aug	2000	T107	111A100W1
UTLX	664187	Aug	2000	T107	111A100W1
UTLX	664188	Aug	2000	T107	111A100W1
UTLX	664189	Aug	2000	T107	111A100W1
UTLX	664190	Aug	2000	T107	211A100W1
UTLX	664191	Aug	2000	T107	211A100W1
UTLX	664192	Aug	2000	T107	211A100W1
UTLX	664193	Aug	2000	T107	211A100W1
UTLX	664194	Aug	2000	T107	211A100W1
UTLX	664195	Aug	2000	T107	211A100W1
UTLX	664196	Aug	2000	T107	211A100W1
UTLX	664197	Aug	2000	T107	211A100W1
UTLX	664198	Aug	2000	T107	211A100W1
UTLX	664199	Aug	2000	T107	211A100W1
UTLX	664200	Aug	2000	T107	211A100W1
UTLX	664201	Aug	2000	T107	211A100W1

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	664202	Aug	2000	T107	211A100W1
UTLX	664203	Aug	2000	T107	211A100W1
UTLX	664204	Aug	2000	T107	211A100W1
UTLX	664205	Aug	2000	T107	211A100W1
UTLX	664206	Aug	2000	T107	211A100W1
UTLX	664207	Aug	2000	T107	211A100W1
UTLX	664208	Aug	2000	T107	211A100W1
UTLX	664209	Aug	2000	T107	211A100W1
UTLX	664210	Aug	2000	T107	211A100W1
UTLX	664211	Aug	2000	T107	211A100W1
UTLX	664212	Aug	2000	T107	211A100W1
UTLX	664213	Aug	2000	T107	111A100W1
UTLX	664214	Aug	2000	T107	111A100W1
UTLX	664215	Aug	2000	T107	111A100W1
UTLX	664216	Aug	2000	T107	111A100W1
UTLX	664217	Aug	2000	T107	111A100W1
UTLX	664218	Aug	2000	T107	111A100W1
UTLX	664219	Aug	2000	T107	111A100W1
UTLX	664220	Aug	2000	T107	111A100W1
UTLX	664221	Aug	2000	T107	111A100W1
UTLX	664222	Aug	2000	T107	111A100W1
UTLX	664223	Aug	2000	T107	111A100W1
UTLX	664224	Aug	2000	T107	111A100W1
UTLX	664225	Aug	2000	T107	111A100W1
UTLX	664226	Aug	2000	T107	111A100W1
UTLX	664227	Aug	2000	T107	111A100W1
UTLX	664228	Aug	2000	T107	111A100W1
UTLX	664229	Sep	2000	T107	111A100W1
UTLX	664230	Aug	2000	T107	111A100W1
UTLX	664231	Aug	2000	T107	111A100W1
UTLX	664232	Aug	2000	T107	111A100W1
UTLX	664233	Aug	2000	T107	111A100W1
UTLX	664234	Aug	2000	T107	111A100W1
UTLX	664235	Aug	2000	T107	111A100W1
UTLX	664236	Aug	2000	T107	111A100W1
UTLX	664237	Aug	2000	T107	111A100W1
UTLX	664356	Sep	2000	T107	111A100W1
UTLX	664357	Sep	2000	T107	111A100W1
UTLX	664362	Sep	2000	T107	111A100W1
UTLX	664364	Sep	2000	T107	111A100W1
UTLX	664365	Sep	2000	T107	111A100W1
UTLX	203042	Mar	2000	T108	111A100W1
UTLX	203047	Jan	2000	T108	111A100W1
UTLX	203053	Jan	2000	T108	111A100W1
UTLX	203059	Jan	2000	T108	111A100W1
UTLX	203061	Jan	2000	T108	111A100W1
UTLX	203062	Jan	2000	T108	111A100W1
UTLX	203063	Feb	2000	T108	111A100W1
UTLX	203064	Jan	2000	T108	111A100W1
UTLX	203065	Jan	2000	T108	111A100W1
UTLX	203066	Jan	2000	T108	111A100W1

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<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	203067	Jan	2000	T108	111A100W1
UTLX	203068	Jan	2000	T108	111A100W1
UTLX	203069	Jan	2000	T108	111A100W1
UTLX	203070	Jan	2000	T108	111A100W1
UTLX	203071	Jan	2000	T108	111A100W1
UTLX	203072	Jan	2000	T108	111A100W1
UTLX	203073	Feb	2000	T108	111A100W1
UTLX	203074	Jan	2000	T108	111A100W1
UTLX	203075	Feb	2000	T108	111A100W1
UTLX	203076	Feb	2000	T108	111A100W1
UTLX	203077	Feb	2000	T108	111A100W1
UTLX	203078	Feb	2000	T108	111A100W1
UTLX	203079	Mar	2000	T108	111A100W1
UTLX	203080	Feb	2000	T108	111A100W1
UTLX	203081	Feb	2000	T108	111A100W1
UTLX	203082	Feb	2000	T108	111A100W1
UTLX	203083	Feb	2000	T108	111A100W1
UTLX	203084	Feb	2000	T108	111A100W1
UTLX	203085	Feb	2000	T108	111A100W1
UTLX	203086	Feb	2000	T108	111A100W1
UTLX	203087	Feb	2000	T108	111A100W1
UTLX	203088	Feb	2000	T108	111A100W1
UTLX	203089	Feb	2000	T108	111A100W1
UTLX	203090	Feb	2000	T108	111A100W1
UTLX	203091	Feb	2000	T108	111A100W1
UTLX	203092	Feb	2000	T108	111A100W1
UTLX	203093	Mar	2000	T108	111A100W1
UTLX	203094	Feb	2000	T108	111A100W1
UTLX	203095	Feb	2000	T108	111A100W1
UTLX	203096	Feb	2000	T108	111A100W1
UTLX	203097	Feb	2000	T108	111A100W1
UTLX	203098	Feb	2000	T108	111A100W1
UTLX	203099	Mar	2000	T108	111A100W1
UTLX	203100	Feb	2000	T108	111A100W1
UTLX	203101	Mar	2000	T108	111A100W1
UTLX	203102	Mar	2000	T108	111A100W1
UTLX	203103	Mar	2000	T108	111A100W1
UTLX	203104	Apr	2000	T108	111A100W1
UTLX	203105	Mar	2000	T108	111A100W1
UTLX	203106	Mar	2000	T108	111A100W1
UTLX	203107	Mar	2000	T108	111A100W1
UTLX	203108	Mar	2000	T108	111A100W1
UTLX	203109	Mar	2000	T108	111A100W1
UTLX	203110	Apr	2000	T108	111A100W1
UTLX	203111	Mar	2000	T108	111A100W1
UTLX	203112	Mar	2000	T108	111A100W1
UTLX	203113	Mar	2000	T108	111A100W1
UTLX	203114	Mar	2000	T108	111A100W1
UTLX	203115	Mar	2000	T108	111A100W1
UTLX	203116	Mar	2000	T108	111A100W1
UTLX	203117	Mar	2000	T108	111A100W1

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	203118	Apr	2000	T108	111A100W1
UTLX	203119	Mar	2000	T108	111A100W1
UTLX	203120	Apr	2000	T108	111A100W1
UTLX	203196	Apr	2000	T108	111A100W1
UTLX	203197	Apr	2000	T108	111A100W1
UTLX	203198	Apr	2000	T108	111A100W1
UTLX	203199	Apr	2000	T108	111A100W1
UTLX	203200	Apr	2000	T108	111A100W1
UTLX	203201	Apr	2000	T108	111A100W1
UTLX	203202	Apr	2000	T108	111A100W1
UTLX	203203	Apr	2000	T108	111A100W1
UTLX	203204	Apr	2000	T108	111A100W1
UTLX	203205	Apr	2000	T108	111A100W1
UTLX	203206	Apr	2000	T108	111A100W1
UTLX	203207	Apr	2000	T108	111A100W1
UTLX	203208	Apr	2000	T108	111A100W1
UTLX	203209	Apr	2000	T108	111A100W1
UTLX	203210	Apr	2000	T108	111A100W1
UTLX	203211	Apr	2000	T108	111A100W1
UTLX	203212	Apr	2000	T108	111A100W1
UTLX	203213	Apr	2000	T108	111A100W1
UTLX	203214	Apr	2000	T108	111A100W1
UTLX	203215	Apr	2000	T108	111A100W1
UTLX	203256	Aug	2000	T108	111A100W1
UTLX	203257	Aug	2000	T108	111A100W1
UTLX	203258	Aug	2000	T108	111A100W1
UTLX	203259	Aug	2000	T108	111A100W1
UTLX	203260	Aug	2000	T108	111A100W1
UTLX	203261	Aug	2000	T108	111A100W1
UTLX	203262	Aug	2000	T108	111A100W1
UTLX	203263	Aug	2000	T108	111A100W1
UTLX	203264	Aug	2000	T108	111A100W1
UTLX	203265	Aug	2000	T108	111A100W1
UTLX	203266	Aug	2000	T108	111A100W1
UTLX	203267	Aug	2000	T108	111A100W1
UTLX	203268	Aug	2000	T108	111A100W1
UTLX	203269	Aug	2000	T108	111A100W1
UTLX	203270	Aug	2000	T108	111A100W1
UTLX	203271	Aug	2000	T108	111A100W1
UTLX	203272	Aug	2000	T108	111A100W1
UTLX	203273	Sep	2000	T108	111A100W1
UTLX	203274	Sep	2000	T108	111A100W1
UTLX	203275	Sep	2000	T108	111A100W1
UTLX	203276	Sep	2000	T108	111A100W1
UTLX	203277	Sep	2000	T108	111A100W1
UTLX	203278	Sep	2000	T108	111A100W1
UTLX	203279	Sep	2000	T108	111A100W1
UTLX	203280	Sep	2000	T108	111A100W1
UTLX	203281	Sep	2000	T108	111A100W1
UTLX	203282	Sep	2000	T108	111A100W1
UTLX	203283	Sep	2000	T108	111A100W1

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	203284	Sep	2000	T108	111A100W1
UTLX	203285	Sep	2000	T108	111A100W1
UTLX	203286	Sep	2000	T108	111A100W1
UTLX	203287	Sep	2000	T108	111A100W1
UTLX	203288	Sep	2000	T108	111A100W1
UTLX	203289	Sep	2000	T108	111A100W1
UTLX	663684	Feb	2000	T108	211A100W1
UTLX	663685	Feb	2000	T108	211A100W1
UTLX	663686	Feb	2000	T108	211A100W1
UTLX	663687	Feb	2000	T108	211A100W1
UTLX	663688	Feb	2000	T108	211A100W1
UTLX	663689	Feb	2000	T108	211A100W1
UTLX	663690	Feb	2000	T108	211A100W1
UTLX	663691	Feb	2000	T108	211A100W1
UTLX	663692	Feb	2000	T108	211A100W1
UTLX	663693	Feb	2000	T108	211A100W1
UTLX	664013	Jun	2000	T108	111A100W1
UTLX	664014	Jun	2000	T108	111A100W1
UTLX	664015	Jun	2000	T108	111A100W1
UTLX	664016	Jun	2000	T108	111A100W1
UTLX	664017	Jun	2000	T108	111A100W1
UTLX	664018	Jun	2000	T108	111A100W1
UTLX	664019	Jun	2000	T108	111A100W1
UTLX	664020	Jun	2000	T108	111A100W1
UTLX	664021	Jun	2000	T108	111A100W1
UTLX	664022	Jun	2000	T108	111A100W1
UTLX	664023	Jun	2000	T108	111A100W1
UTLX	664024	Jun	2000	T108	111A100W1
UTLX	664025	Jun	2000	T108	111A100W1
UTLX	664026	Jun	2000	T108	111A100W1
UTLX	664027	Jun	2000	T108	111A100W1
UTLX	664028	Jun	2000	T108	111A100W1
UTLX	664029	Jun	2000	T108	111A100W1
UTLX	664030	Jul	2000	T108	111A100W1
UTLX	664031	Jul	2000	T108	111A100W1
UTLX	664032	Jul	2000	T108	111A100W1
UTLX	664033	Jul	2000	T108	111A100W1
UTLX	664034	Jul	2000	T108	111A100W1
UTLX	664238	Aug	2000	T108	211A100W1
UTLX	664239	Aug	2000	T108	211A100W1
UTLX	664240	Sep	2000	T108	211A100W1
UTLX	664241	Aug	2000	T108	211A100W1
UTLX	664242	Sep	2000	T108	211A100W1
UTLX	664243	Sep	2000	T108	211A100W1
UTLX	664244	Sep	2000	T108	211A100W1
UTLX	664245	Aug	2000	T108	211A100W1
UTLX	664246	Sep	2000	T108	211A100W1
UTLX	664247	Sep	2000	T108	211A100W1
UTLX	664248	Sep	2000	T108	211A100W1
UTLX	664249	Sep	2000	T108	211A100W1
UTLX	664250	Sep	2000	T108	211A100W1

Union Tank Car Company

June 2001 Financing

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	664251	Sep	2000	T108	211A100W1
UTLX	664252	Sep	2000	T108	211A100W1
UTLX	664253	Sep	2000	T108	211A100W1
UTLX	664254	Sep	2000	T108	211A100W1
UTLX	664255	Sep	2000	T108	211A100W1
UTLX	664256	Sep	2000	T108	211A100W1
UTLX	664257	Sep	2000	T108	211A100W1
UTLX	664258	Sep	2000	T108	211A100W1
UTLX	664259	Sep	2000	T108	211A100W1
UTLX	664260	Sep	2000	T108	211A100W1
UTLX	664261	Sep	2000	T108	211A100W1
UTLX	664262	Sep	2000	T108	211A100W1
UTLX	664263	Sep	2000	T108	211A100W1
UTLX	664264	Sep	2000	T108	211A100W1
UTLX	664265	Sep	2000	T108	211A100W1
UTLX	664266	Sep	2000	T108	211A100W1
UTLX	664267	Sep	2000	T108	211A100W1
UTLX	664268	Sep	2000	T108	211A100W1
UTLX	664269	Sep	2000	T108	211A100W1
UTLX	664270	Sep	2000	T108	211A100W1
UTLX	664271	Sep	2000	T108	211A100W1
UTLX	664272	Sep	2000	T108	211A100W1
UTLX	664273	Oct	2000	T108	211A100W1
UTLX	664274	Sep	2000	T108	211A100W1
UTLX	664275	Sep	2000	T108	211A100W1
UTLX	664276	Sep	2000	T108	211A100W1
UTLX	664277	Sep	2000	T108	211A100W1
UTLX	664278	Sep	2000	T108	211A100W1
UTLX	664279	Sep	2000	T108	211A100W1
UTLX	664280	Sep	2000	T108	211A100W1
UTLX	664281	Oct	2000	T108	211A100W1
UTLX	664282	Oct	2000	T108	211A100W1
UTLX	664283	Oct	2000	T108	211A100W1
UTLX	664284	Oct	2000	T108	211A100W1
UTLX	664285	Oct	2000	T108	211A100W1
UTLX	664286	Oct	2000	T108	211A100W1
UTLX	664287	Oct	2000	T108	211A100W1
UTLX	664288	Oct	2000	T108	211A100W1
UTLX	664289	Oct	2000	T108	211A100W1
UTLX	664290	Oct	2000	T108	211A100W1
UTLX	664291	Oct	2000	T108	211A100W1
UTLX	664292	Oct	2000	T108	211A100W1
UTLX	664293	Oct	2000	T108	211A100W1
UTLX	664294	Oct	2000	T108	211A100W1
UTLX	664295	Oct	2000	T108	211A100W1
UTLX	664296	Oct	2000	T108	211A100W1
UTLX	664297	Oct	2000	T108	211A100W1
UTLX	664298	Oct	2000	T108	211A100W1
UTLX	664299	Oct	2000	T108	211A100W1
UTLX	664300	Oct	2000	T108	211A100W1
UTLX	664301	Oct	2000	T108	211A100W1

Union Tank Car Company

June 2001 Financing

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	664302	Oct	2000	T108	211A100W1
UTLX	664303	Oct	2000	T108	211A100W1
UTLX	664304	Oct	2000	T108	211A100W1
UTLX	664305	Oct	2000	T108	211A100W1
UTLX	664306	Oct	2000	T108	211A100W1
UTLX	664307	Oct	2000	T108	211A100W1
UTLX	664308	Oct	2000	T108	211A100W1
UTLX	664309	Oct	2000	T108	211A100W1
UTLX	664310	Oct	2000	T108	211A100W1
UTLX	664311	Oct	2000	T108	211A100W1
UTLX	664312	Oct	2000	T108	211A100W1
UTLX	664313	Oct	2000	T108	211A100W1
UTLX	664314	Oct	2000	T108	211A100W1
UTLX	664315	Oct	2000	T108	211A100W1
UTLX	664316	Oct	2000	T108	211A100W1
UTLX	664317	Oct	2000	T108	211A100W1
UTLX	664318	Oct	2000	T108	211A100W1
UTLX	664319	Oct	2000	T108	211A100W1
AMCX	034537	Jan	2001	T109	111A100W1
AMCX	034538	Jan	2001	T109	111A100W1
AMCX	034539	Jan	2001	T109	111A100W1
AMCX	034540	Jan	2001	T109	111A100W1
AMCX	034541	Jan	2001	T109	111A100W1
AMCX	034542	Jan	2001	T109	111A100W1
AMCX	034543	Jan	2001	T109	111A100W1
AMCX	034544	Jan	2001	T109	111A100W1
AMCX	034545	Jan	2001	T109	111A100W1
AMCX	034546	Jan	2001	T109	111A100W1
AMCX	034547	Jan	2001	T109	111A100W1
AMCX	034548	Jan	2001	T109	111A100W1
AMCX	034549	Jan	2001	T109	111A100W1
AMCX	034550	Jan	2001	T109	111A100W1
AMCX	034551	Jan	2001	T109	111A100W1
AMCX	034552	Jan	2001	T109	111A100W1
AMCX	034553	Jan	2001	T109	111A100W1
AMCX	034554	Jan	2001	T109	111A100W1

of cars: 1,666

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
<u>Group II - Pressure Tank Cars</u>					
UTLX	950972	Aug	2000	T415	112J400W
UTLX	950973	Aug	2000	T415	112J400W
UTLX	950974	Aug	2000	T415	112J400W
UTLX	950975	Aug	2000	T415	112J400W
UTLX	950976	Aug	2000	T415	112J400W
UTLX	950977	Aug	2000	T415	112J400W
UTLX	950978	Aug	2000	T415	112J400W
UTLX	950979	Aug	2000	T415	112J400W
UTLX	950980	Sep	2000	T415	112J400W
UTLX	950981	Sep	2000	T415	112J400W
UTLX	950887	May	2000	T419	112J400W
UTLX	950888	May	2000	T419	112J400W
UTLX	950889	Jun	2000	T419	112J400W
UTLX	950890	May	2000	T419	112J400W
UTLX	950891	May	2000	T419	112J400W
UTLX	950892	Jun	2000	T419	112J400W
UTLX	950893	May	2000	T419	112J400W
UTLX	950894	May	2000	T419	112J400W
UTLX	950895	Jun	2000	T419	112J400W
UTLX	950896	May	2000	T419	112J400W
UTLX	950897	May	2000	T419	112J400W
UTLX	950898	Jun	2000	T419	112J400W
UTLX	950899	Jun	2000	T419	112J400W
UTLX	950900	May	2000	T419	112J400W
UTLX	950901	May	2000	T419	112J400W
UTLX	950902	Jun	2000	T419	112J400W
UTLX	950903	Jun	2000	T419	112J400W
UTLX	950904	Jun	2000	T419	112J400W
UTLX	950905	Jun	2000	T419	112J400W
UTLX	950906	Jun	2000	T419	112J400W
UTLX	950907	Jun	2000	T419	112J400W
UTLX	950908	Jun	2000	T419	112J400W
UTLX	950909	Jun	2000	T419	112J400W
UTLX	950910	Jun	2000	T419	112J400W
UTLX	950911	Jun	2000	T419	112J400W
UTLX	950912	Jun	2000	T419	112J400W
UTLX	950913	Jun	2000	T419	112J400W
UTLX	950914	Jun	2000	T419	112J400W
UTLX	950915	Jun	2000	T419	112J400W
UTLX	950916	Jun	2000	T419	112J400W
UTLX	950917	Jun	2000	T419	112J400W
UTLX	950918	Jun	2000	T419	112J400W
UTLX	950919	Jun	2000	T419	112J400W
UTLX	950920	Jun	2000	T419	112J400W
UTLX	950921	Jun	2000	T419	112J400W
UTLX	950922	Jun	2000	T419	112J400W
UTLX	950923	Jun	2000	T419	112J400W
UTLX	950924	Jul	2000	T419	112J400W
UTLX	950925	Jun	2000	T419	112J400W

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	950926	Jul	2000	T419	112J400W
UTLX	950927	Jul	2000	T419	112J400W
UTLX	950928	Jun	2000	T419	112J400W
UTLX	950929	Jun	2000	T419	112J400W
UTLX	950930	Jul	2000	T419	112J400W
UTLX	950931	Jul	2000	T419	112J400W
UTLX	950932	Jul	2000	T419	112J400W
UTLX	950933	Jul	2000	T419	112J400W
UTLX	950934	Jul	2000	T419	112J400W
UTLX	950935	Jun	2000	T419	112J400W
UTLX	950936	Jul	2000	T419	112J400W
UTLX	950937	Jul	2000	T419	112J400W
UTLX	950938	Jul	2000	T419	112J400W
UTLX	950939	Jul	2000	T419	112J400W
UTLX	950940	Jul	2000	T419	112J400W
UTLX	950941	Jul	2000	T419	112J400W
UTLX	950942	Aug	2000	T419	112J400W
UTLX	950943	Jul	2000	T419	112J400W
UTLX	950944	Jul	2000	T419	112J400W
UTLX	950945	Aug	2000	T419	112J400W
UTLX	950946	Jul	2000	T419	112J400W
UTLX	950947	Jul	2000	T419	112J400W
UTLX	950948	Jul	2000	T419	112J400W
UTLX	950949	Aug	2000	T419	112J400W
UTLX	950950	Jul	2000	T419	112J400W
UTLX	950951	Aug	2000	T419	112J400W
UTLX	950952	Jul	2000	T419	112J400W
UTLX	950953	Aug	2000	T419	112J400W
UTLX	950954	Aug	2000	T419	112J400W
UTLX	950955	Jul	2000	T419	112J400W
UTLX	950956	Aug	2000	T419	112J400W
UTLX	950957	Aug	2000	T419	112J400W
UTLX	950958	Aug	2000	T419	112J400W
UTLX	950959	Aug	2000	T419	112J400W
UTLX	950960	Aug	2000	T419	112J400W
UTLX	950961	Aug	2000	T419	112J400W
UTLX	950962	Aug	2000	T419	112J400W
UTLX	950963	Aug	2000	T419	112J400W
UTLX	950964	Aug	2000	T419	112J400W
UTLX	950965	Aug	2000	T419	112J400W
UTLX	950966	Aug	2000	T419	112J400W
UTLX	950967	Aug	2000	T419	112J400W
UTLX	950968	Aug	2000	T419	112J400W
UTLX	950969	Aug	2000	T419	112J400W
UTLX	950970	Aug	2000	T419	112J400W
UTLX	950971	Aug	2000	T419	112J400W
UTLX	950982	Aug	2000	T419	112J400W
UTLX	950983	Aug	2000	T419	112J400W
UTLX	950984	Jul	2000	T419	112J400W
UTLX	950985	Jul	2000	T419	112J400W
UTLX	950986	Jul	2000	T419	112J400W

Union Tank Car Company

June 2001 Financing

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
UTLX	950987	Jul	2000	T419	112J400W
UTLX	950988	Jul	2000	T419	112J400W
UTLX	950989	Jul	2000	T419	112J400W
UTLX	950990	Jul	2000	T419	112J400W
UTLX	950991	Aug	2000	T419	112J400W
UTLX	950992	Jul	2000	T419	112J400W
UTLX	950993	Jul	2000	T419	112J400W
UTLX	950994	Jul	2000	T419	112J400W
UTLX	950995	Jul	2000	T419	112J400W
UTLX	950996	Jul	2000	T419	112J400W
UTLX	950997	Jul	2000	T419	112J400W
UTLX	950998	Aug	2000	T419	112J400W
UTLX	950999	Aug	2000	T419	112J400W
UTLX	951000	Aug	2000	T419	112J400W
UTLX	951001	Aug	2000	T419	112J400W
UTLX	951002	Aug	2000	T419	112J400W
UTLX	951003	Aug	2000	T419	112J400W
UTLX	951004	Aug	2000	T419	112J400W
UTLX	951005	Aug	2000	T419	112J400W
UTLX	951006	Aug	2000	T419	112J400W
UTLX	200785	Sep	2000	T803	105J300W
UTLX	200786	Sep	2000	T803	105J300W
UTLX	200787	Sep	2000	T803	105J300W
Prox	28091	Jan	2000	T904	105J500W
Prox	28092	Jan	2000	T904	105J500W
UTLX	902228	Jan	2000	T907	105J300W
UTLX	902233	Jan	2000	T907	105J300W
UTLX	902234	Jan	2000	T907	105J300W
UTLX	902235	Jan	2000	T907	105J300W
UTLX	902236	Jan	2000	T907	105J300W
UTLX	902237	Jan	2000	T907	105J300W
UTLX	902238	Jan	2000	T907	105J300W
UTLX	902239	Jan	2000	T907	105J300W
UTLX	902240	Jan	2000	T907	105J300W
UTLX	902241	Jan	2000	T907	105J300W
UTLX	902251	Aug	2000	T907	105J300W
UTLX	902252	Aug	2000	T907	105J300W
UTLX	902253	Aug	2000	T907	105J300W
UTLX	902254	Aug	2000	T907	105J300W
UTLX	902255	Aug	2000	T907	105J300W
UTLX	902256	Aug	2000	T907	105J300W
UTLX	902257	Sep	2000	T907	105J300W
UTLX	902258	Aug	2000	T907	105J300W
UTLX	902259	Aug	2000	T907	105J300W
UTLX	902260	Aug	2000	T907	105J300W
UTLX	902261	Sep	2000	T907	105J300W
UTLX	902262	Sep	2000	T907	105J300W
UTLX	902263	Aug	2000	T907	105J300W
UTLX	902264	Aug	2000	T907	105J300W
UTLX	902265	Aug	2000	T907	105J300W
UTLX	902266	Aug	2000	T907	105J300W

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>	<u>AAR Code</u>	<u>DOT Class</u>
UTLX	902267	Sep 2000	T907	105J300W
UTLX	902268	Aug 2000	T907	105J300W
UTLX	902269	Sep 2000	T907	105J300W
UTLX	902270	Aug 2000	T907	105J300W
UTLX	902271	Aug 2000	T907	105J300W
UTLX	902272	Sep 2000	T907	105J300W
UTLX	902273	Sep 2000	T907	105J300W
UTLX	902274	Aug 2000	T907	105J300W
UTLX	902275	Sep 2000	T907	105J300W
UTLX	902276	Jan 2001	T907	105J300W
UTLX	902277	Jan 2001	T907	105J300W
UTLX	902278	Jan 2001	T907	105J300W
UTLX	902279	Jan 2001	T907	105J300W
UTLX	902280	Jan 2001	T907	105J300W
UTLX	902281	Jan 2001	T907	105J300W
UTLX	902282	Jan 2001	T907	105J300W
UTLX	902283	Jan 2001	T907	105J300W
UTLX	902284	Jan 2001	T907	105J300W
UTLX	902285	Jan 2001	T907	105J300W
UTLX	902286	Jan 2001	T907	105J300W
UTLX	902287	Jan 2001	T907	105J300W
UTLX	902288	Jan 2001	T907	105J300W
UTLX	902289	Jan 2001	T907	105J300W
UTLX	902290	Jan 2001	T907	105J300W
UTLX	902291	Jan 2001	T907	105J300W
UTLX	902292	Jan 2001	T907	105J300W
UTLX	902293	Jan 2001	T907	105J300W
UTLX	900368	Aug 2000	T946	105J500W
UTLX	900369	Aug 2000	T946	105J500W
UTLX	900370	Aug 2000	T946	105J500W
UTLX	900371	Aug 2000	T946	105J500W
UTLX	900372	Aug 2000	T946	105J500W
UTLX	900373	Aug 2000	T946	105J500W
UTLX	900374	Aug 2000	T946	105J500W
UTLX	900375	Aug 2000	T946	105J500W
UTLX	900376	Aug 2000	T946	105J500W
UTLX	900377	Aug 2000	T946	105J500W

of cars: 188

Union Tank Car Company

June 2001 Financing

<u>Mark</u>	<u>Car Number</u>	<u>Built Date</u>		<u>AAR Code</u>	<u>DOT Class</u>
<u>Group III - Hopper Cars</u>					
UNPX	122005	Oct	2000	C711	LO Hopper
UNPX	122007	Oct	2000	C711	LO Hopper
UNPX	122008	Nov	2000	C711	LO Hopper
UNPX	122009	Nov	2000	C711	LO Hopper
UNPX	127494	Jan	2000	C712	LO Hopper
UNPX	127495	Jan	2000	C712	LO Hopper
UNPX	127496	Jan	2000	C712	LO Hopper
UNPX	127497	Jan	2000	C712	LO Hopper
UNPX	127498	Feb	2000	C712	LO Hopper
UNPX	127499	Jan	2000	C712	LO Hopper
UNPX	127500	Feb	2000	C712	LO Hopper
UNPX	127501	Feb	2000	C712	LO Hopper
UNPX	127502	Feb	2000	C712	LO Hopper
UNPX	127503	Feb	2000	C712	LO Hopper
UNPX	127504	Feb	2000	C712	LO Hopper
UNPX	127505	Feb	2000	C712	LO Hopper
UNPX	127506	Feb	2000	C712	LO Hopper
UNPX	127507	Feb	2000	C712	LO Hopper
UNPX	127508	Feb	2000	C712	LO Hopper
UNPX	127509	Feb	2000	C712	LO Hopper
UNPX	127520	Jan	2000	C712	LO Hopper
UNPX	127521	Jan	2000	C712	LO Hopper
UNPX	127522	Jan	2000	C712	LO Hopper
UNPX	127523	Jan	2000	C712	LO Hopper
UNPX	127524	Jan	2000	C712	LO Hopper
UNPX	127525	Jan	2000	C712	LO Hopper
UNPX	127526	Jan	2000	C712	LO Hopper
UNPX	127527	Feb	2000	C712	LO Hopper
UNPX	127528	Feb	2000	C712	LO Hopper
UNPX	127529	Feb	2000	C712	LO Hopper

of cars: 30

Total # of cars: 1,884

EXHIBIT A

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS. THIS NOTE MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR EXEMPTION THEREFROM UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS. THIS NOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF A SECURITY AGREEMENT BETWEEN EXSIF WORLDWIDE, INC. AND UNION TANK CAR COMPANY (THE "SECURITY AGREEMENT") AS MORE FULLY SET FORTH HEREIN.

6.82% SENIOR SECURED NOTE DUE 2016

Secured by certain ISO Tank Containers and Wheeled Chassis

\$17,822,000

Chicago, Illinois
June 14, 2001

EXSIF Worldwide, Inc., a Delaware corporation (the "Company"), hereby promises to pay to Union Tank Car Company, or registered assigns, the principal sum of \$17,822,000 in lawful currency of the United States of America, in installments payable on the dates set forth in Exhibit A hereto, commencing June 1, 2002 and each June 1 thereafter to and including June 1, 2016, each such installment to be in an amount equal to the corresponding percentage, if any, of the remaining principal amount hereof set forth in Exhibit A hereto, together with interest thereon on the amount of such principal amount remaining unpaid from time to time from and including the date hereof until such principal amount shall be due and payable, payable commencing on December 1, 2001 and on each June 1 and December 1 thereafter to the maturity date hereof at the rate of 6.82% per annum (computed on the basis of a 360-day year of twelve 30-day months). Interest on any overdue principal and (to the extent legally enforceable) on overdue interest shall be paid from the due date thereof at the rate of 8.82% per annum (computed on the basis of a 360-day year of twelve 30-day months), payable on demand.

Payments with respect to the principal amount hereof and interest thereon shall be payable in U.S. dollars in immediately available funds at the chief executive office of Union Tank Car Company or of its registered assign. Each such payment shall be made on the date such payment is due and without any presentment or surrender of this Note. Whenever the date scheduled for any payment to be made hereunder or under the Security Agreement shall not be a Business Day, then such payment need not be made on such scheduled date but may be made on the next succeeding Business Day with the same force and effect as if made on such scheduled date and (provided such payment is made on such next succeeding Business Day) no interest shall accrue on the amount of such payment from and after such scheduled date to the time of such payment on such next succeeding Business Day.

Each holder hereof, by its acceptance of this Note, agrees that each payment received by it hereunder shall be applied, first, to the payment of accrued but unpaid interest on this Note then due, and second, to the payment of the remaining outstanding principal amount of this Note.

Reference is hereby made to the Security Agreement for a statement of the rights of the holder of, and the nature and extent of the security for, this Note, as well as for a statement of the terms and conditions of the Security Agreement, to all of which terms and conditions in the Security Agreement each holder hereof agrees by its acceptance of this Note.

This Note is subject to redemption in whole but not in part, at any time upon at least 30 days advance notice at a price equal to the sum of (a) accrued and unpaid interest to the date of redemption, and (b) the outstanding principal amount of this Note. The holder hereof, by its acceptance of this Note, agrees to be bound by the provisions of Section 2.01 of the Security Agreement relating to redemption.

This Note is a registered Note and is transferable, as provided in the Security Agreement, only upon surrender of this Note for registration of transfer duly endorsed by, or accompanied by a written statement of transfer duly executed by, the registered holder hereof or his attorney duly authorized in writing. Prior to the due presentation for registration of transfer of this Note, the Company may deem and treat the registered holder of this Note as the absolute owner and holder hereof for the purpose of receiving payment of all amounts payable with respect hereto and for all other purposes and shall not be affected by any notice to the contrary.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

All terms used in this Note which are defined in the Security Agreement shall have the meanings assigned to them in the Security Agreement.

In Witness Whereof, the Company has caused this Note to be executed by one of its authorized officers as of the date hereof.

EXSIF WORLDWIDE, INC.

By: _____
Name: M.J. Garrette
Title: Vice President

Senior Secured Note

Exhibit A

Exsif

Note Amortization Schedule

Date	Principal Repayment	Amortization	Interest Payment	Debt Service	Balance
6/14/01					17,822,000
12/1/01	0.000%	-	563,839	563,839	17,822,000
6/1/02	3.311%	590,164	607,730	1,197,894	17,231,836
12/1/02	0.000%	-	587,606	587,606	17,231,836
6/1/03	3.480%	620,205	587,606	1,207,811	16,611,631
12/1/03	0.000%	-	566,457	566,457	16,611,631
6/1/04	3.744%	667,177	566,457	1,233,634	15,944,454
12/1/04	0.000%	-	543,706	543,706	15,944,454
6/1/05	4.029%	718,064	543,706	1,261,770	15,226,390
12/1/05	0.000%	-	519,220	519,220	15,226,390
6/1/06	4.341%	773,577	519,220	1,292,797	14,452,813
12/1/06	0.000%	-	492,841	492,841	14,452,813
6/1/07	4.683%	834,641	492,841	1,327,482	13,618,172
12/1/07	0.000%	-	464,380	464,380	13,618,172
6/1/08	5.064%	902,490	464,380	1,366,870	12,715,682
12/1/08	0.000%	-	433,605	433,605	12,715,682
6/1/09	5.492%	978,820	433,605	1,412,425	11,736,862
12/1/09	0.000%	-	400,227	400,227	11,736,862
6/1/10	5.982%	1,066,054	400,227	1,466,281	10,670,808
12/1/10	0.000%	-	363,875	363,875	10,670,808
6/1/11	6.553%	1,167,828	363,875	1,531,703	9,502,980
12/1/11	0.000%	-	324,052	324,052	9,502,980
6/1/12	7.238%	1,289,956	324,052	1,614,008	8,213,024
12/1/12	0.000%	-	280,064	280,064	8,213,024
6/1/13	8.095%	1,442,616	280,064	1,722,680	6,770,408
12/1/13	0.000%	-	230,871	230,871	6,770,408
6/1/14	9.237%	1,646,163	230,871	1,877,034	5,124,245
12/1/14	0.000%	-	174,737	174,737	5,124,245
6/1/15	10.950%	1,951,483	174,737	2,126,220	3,172,762
12/1/15	0.000%	-	108,191	108,191	3,172,762
6/1/16	17.803%	3,172,762	108,191	3,280,953	-
	100.000%	17,822,000			

EXHIBIT B

EXSIF WORLDWIDE, INC.

SECURITY AGREEMENT

Dated June 14, 2001

Between

EXSIF WORLDWIDE, INC.,

Issuer,

and

UNION TANK CAR COMPANY,

Lender,

\$17,822,000
6.82% Senior Secured Note Due 2016

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This SECURITY AGREEMENT (this "Security Agreement") dated June 14, 2001, between EXSIF WORLDWIDE, INC., a Delaware corporation (the "Company"), and UNION TANK CAR COMPANY, a Delaware corporation (the "Lender");

WITNESSETH:

WHEREAS, concurrently with the execution and delivery hereof, the Lender is issuing and selling Union Tank Car Company 6.82% Senior Secured Notes due 2016 (the "Union Tank Notes") in an aggregate principal amount not exceeding \$110,000,000, a portion of the proceeds of which will be used to make the loan to the Company referred to below;

WHEREAS, in connection therewith, the Lender is entering into an Indenture and Security Agreement (the "Indenture") dated as of June 13, 2001 between the Lender and Bank One, N.A. (the "Trustee") to secure the payment of amounts due to the Noteholders (as defined in the Indenture) on the Union Tank Notes;

WHEREAS, the collateral pledged by the Lender to secure payments due on the Union Tank Notes under the Indenture is partially comprised of all of the Lender's right, title and interest in this Security Agreement and the Note (defined below);

WHEREAS, the Lender intends to make a loan to the Company in the original principal amount of \$17,822,000 using a portion of the proceeds referred to above, and the Company will issue a 6.82% Senior Secured Note due 2016 (the "Note") to the Lender to evidence its obligation to repay such loan;

WHEREAS the text of the Note is to be substantially in the form of Exhibit A attached hereto; and

WHEREAS, it is desired to secure to the Lender, as the holder of the Note, the payment of the principal thereof when due, whether by declaration or otherwise, and interest thereon, as hereinafter provided;

GRANTING CLAUSE

NOW, THEREFORE, THIS SECURITY AGREEMENT WITNESSETH, that, to secure the prompt payment of the principal of and interest on and all other amounts due with respect to the Note from time to time outstanding and the performance and observance by the Company of all the agreements, covenants and provisions herein and in the Note all for the benefit of the Lender, as the holder of the Note, and for the uses and purposes and subject to the terms and provisions hereof, and in consideration of the premises and of the covenants herein contained, and of the acceptance of the Note by the Lender, the Company does hereby assign, transfer, mortgage and pledge and confirm unto the Lender, its successors and assigns, for the security and benefit of the Lender, a security interest in and mortgage lien on all right, title and interest of the Company in and to the following described property, rights, interests and privileges (which collectively, including all property hereafter required to be subjected to the Lien of this Security

Agreement by any instrument supplemental hereto, being herein called the "Security Estate"), to wit:

(1) the Equipment and all substitutions therefor, all as more particularly described in this Security Agreement and in any supplements hereto executed and delivered with respect to the Equipment or any such substitutions therefor, as provided in this Security Agreement;

(2) all monies and securities now or hereafter paid or deposited or required to be paid or deposited with the Lender pursuant to any term of this Security Agreement, or required to be held by the Lender hereunder, including, without limitation, all Permitted Investments, if any, held by the Lender from time to time; and

(3) all proceeds of the foregoing.

HABENDUM CLAUSE

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Lender, its successors and assigns, for the benefit and security of the Lender, and for the uses and purposes, and subject to the terms and provisions, set forth in this Security Agreement.

The Company agrees that at any time and from time to time, upon the written request of the Lender, the Company will promptly and duly execute and deliver or cause to be executed and delivered any and all such further instruments and documents as the Lender may reasonably deem to be necessary in order to obtain the full benefits of this assignment and of the rights and powers herein granted.

The Company does hereby warrant and represent that it has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as the assignment hereunder shall remain in effect, any of its right, title or interest hereby assigned, to anyone other than the Lender.

IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto as follows:

ARTICLE I

Definitions

Section 1.01 Definitions. The following terms (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this Security Agreement shall have the respective meanings hereinafter specified:

Affiliate of any Person shall mean any Person which, directly or indirectly, controls or is controlled by, or is under common control with, such Person. For the purposes of this definition, control (including controlled by and under common control

with), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

Business Day shall mean any day, other than a Saturday or Sunday or a day on which commercial banking institutions or trust companies are authorized or required by law, regulation or executive order to be closed in New York, New York or Chicago, Illinois.

Casualty Occurrence shall have the meaning set forth in Section 3.04 hereof.

Collateral shall mean all Equipment and all monies and securities at the time subject to the terms of this Security Agreement.

Company shall mean EXSIF Worldwide, Inc., a Delaware corporation (whose chief place of business and chief executive office is currently located at 225 West Washington Street, 19th Floor, Chicago, Illinois 60606), and any successor or successors to it complying with the provisions of Section 6.06.

Cost shall mean the actual cost of Equipment to the Company.

Default shall mean:

- (i) any Event of Default; and
- (ii) any event which, with the giving of notice or the passage of time or both, could constitute an Event of Default.

The Company shall be considered to "be in Default" if a Default shall have occurred and be continuing.

Environmental Laws shall mean any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgements, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including but not limited to those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

Equipment shall mean the ISO tank containers and wheeled chassis described on Schedule 1 hereto which were put into service on or after July 1, 2000 and having an aggregate Cost of not less than \$23,763,000.

ERISA shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

Event of Default shall mean any event specified in Section 4.01 to be an Event of Default.

GAAP shall mean generally accepted accounting principles as in effect from time to time in the United States of America.

Governmental Authority shall mean

(a) the government of

(i) the United States of America or any state or other political subdivision thereof, or

(ii) any jurisdiction in which the Company or any Subsidiary conducts all or any part of its business, or which asserts jurisdiction over any properties of the Company or any Subsidiary; or

(b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

The word “holder”, when used with respect to the Note, shall include the plural as well as the singular number.

Indebtedness with respect to any Person means, at any time, without duplication,

(a) its liabilities for borrowed money and its redemption obligations in respect of mandatorily redeemable Preferred Stock;

(b) its liabilities for the deferred purchase price of property acquired by such Person (excluding accounts payable arising in the ordinary course of business but including all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property);

(c) all liabilities appearing on its balance sheet in accordance with GAAP in respect of Capital Leases;

(d) all liabilities for borrowed money secured by any Lien with respect to any property owned by such Person (whether or not it has assumed or otherwise become liable for such liabilities);

(e) all its liabilities in respect of letters of credit or instruments serving a similar function issued or accepted for its account by banks and other financial institutions (whether or not representing obligations for borrowed money);

(f) Swaps of such Person; and

(g) any Guaranty of such Person with respect to liabilities of a type described in any of clauses (a) through (f) hereof.

Lender shall mean Union Tank Car Company, a Delaware corporation (whose chief place of business and chief executive office is currently located at 225 West Washington Street, Chicago, Illinois 60606), and any of its successors or assigns. Any assignee to whom the Lender transfers all or any portion of the Note, including the Trustee in accordance with the terms of the Indenture, shall be a Lender hereunder and shall share the rights, duties and obligations of the Lender hereunder pro rata based on the outstanding principal amount of the Note then held by such Lender. In this regard, the word "Lender" when used hereunder shall include the plural as well as the singular number. If there shall be more than one Lender, any action required to be taken by the Lender shall be taken by Lenders holding Notes representing a majority of the aggregate outstanding principal amount of the Notes.

Liens shall mean, as to any Person, any mortgage, lien, pledge, adverse claim, charge, security interest or other encumbrance in or on, or interest or title of any vendor, lessor (excluding lessors under non-capitalized leases), lender or other secured party to or of such Person under conditional sale or other title retention agreement or capital lease with respect to any property or asset of such Person, or the signing or filing of a financing statement which names such Person as debtor, or the signing of any security agreement authorizing any other party as the secured party thereunder to file any financing statement.

Material shall mean material in relation to the business, operations, affairs, financial condition, assets, or properties of the Company and its Subsidiaries taken as a whole.

Material Adverse Effect shall mean a material adverse effect on (a) the business, operations, affairs, financial condition, assets or properties of the Company or (b) the ability of the Company to perform its obligations under this Security Agreement or the Note, or (c) the validity or enforceability of this Security Agreement or the Note.

Maturity Date shall mean June 1, 2016.

Note shall mean the Senior Secured Note issued hereunder. In the event that the Note is transferred in part so that there is more than one Note outstanding, the word "Note" when used hereunder shall include the plural as well as the singular number.

Officers' Certificate shall mean a Certificate signed by the Chairman of the Board, or the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary of the Company which officer is in a position to know the truth and accuracy thereof.

Penalty Rate shall mean 2% per annum over the rate specified in the Note.

Permitted Investments shall mean bonds, notes or other direct obligations of the United States of America or obligations for which the full faith and credit of the United States is pledged to provide for the payment of the interest and principal of such obligations and which mature within one year of the date of purchase.

Person shall mean an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization or a government or agency or political subdivision thereof.

Plan shall mean an “employee benefit plan” (as defined in section 3(3) of ERISA) that is subject to Title IV of ERISA.

Request shall mean a written request for the action therein specified, delivered to the Lender, dated not more than 10 days prior to the date of delivery to the Lender and signed on behalf of the Company by the Chairman of the Board, the President, a Vice President or the Treasurer of the Company.

Responsible Officer shall mean, with respect to the Company, a Senior Financial Officer and any other officer with responsibility for the administration of the relevant portion of this Security Agreement.

Scheduled Payment Date shall have the meaning set forth in Section 2.01.

Senior Financial Officer shall mean the chief financial officer, principal accounting officer, treasurer or comptroller of the Company.

Subordinated Indebtedness shall mean any Indebtedness of the Company (whether outstanding on the date of issuance of the Note or thereafter incurred) that is subordinate or junior in right of payment to the Note or any other senior Indebtedness of the Company pursuant to a written agreement.

Subsidiary shall mean, as to any Person, any corporation, association or other business entity in which such Person or one or more of its Subsidiaries or such Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such entity, and any partnership or joint venture if more than a 50% interest in the profits or capital thereof is owned by such Person or one or more of its subsidiaries or such Person and one or more of its Subsidiaries (unless such partnership can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a “Subsidiary” is a reference to a Subsidiary of the Company.

Value shall mean, as used herein, shall mean an amount determined as follows:

(1) the Value of any unit of Equipment released by the Lender as provided in Section 3.03 or Section 3.04, and as used in Section 4.01 in respect of

Equipment, shall be deemed to be the greater of (a) the fair market value thereof and (b) the Cost thereof (as theretofore certified to the Trustee) less 1/20 of such Cost for each full year elapsed between the date such unit was first put into use (as theretofore so certified) and the date as of which Value is to be determined; and

(2) the Value of any unit of Equipment for which a security interest is granted to the Trustee as provided in Section 3.03 or Section 3.04 shall be deemed to be the lesser of (a) the fair market value thereof and (b) the Cost of such unit or, in the case of any unit of Equipment not new, the Cost thereof less 1/20 of such Cost for each full year elapsed between the date such unit was first put into use and the date of the transfer thereof to the Trustee.

The words herein, hereof, hereby, hereto, hereunder and words of similar import refer to this Security Agreement as a whole and not to any particular Article, Section, paragraph or subdivision hereof.

ARTICLE II

Amortization of Principal; Interest; Redemption

Section 2.01 Principal and Interest Payments; Maturity; Redemption. The Note shall bear interest at 6.82% per annum and shall be payable as follows (unless payment thereof is accelerated pursuant to Article IV of this Security Agreement): principal shall be paid in installments on the dates and in the amounts set forth in Exhibit A to the form of Note set forth as Exhibit A hereto, commencing June 1, 2002 and each June 1 thereafter to and including June 1, 2016, and interest on the outstanding principal shall be paid in semiannual installments on June 1 and December 1 in each year (each, a "Scheduled Payment Date") commencing December 1, 2001. Interest on the Note shall accrue from the date of original issue and shall be calculated on the basis of a 360-day year of twelve 30-day months. Interest shall be payable on overdue installments of principal and, to the extent legally enforceable, interest at the Penalty Rate.

The Company may, at its option, upon notice as provided below, redeem in whole but not in part, at any time or from time to time, the Note, for the sum of (a) accrued interest to the date of redemption, and (b) the outstanding principal amount of the Note. The Company will give the Lender written notice of redemption under this Section 2.01 not less than 30 days prior to the date fixed for such redemption. The notice shall specify the date of redemption.

In the case of a redemption of the Note pursuant to this Section 2.01, the outstanding principal amount of the Note shall mature and become due and payable on the date fixed for such redemption, together with interest on such principal amount accrued to such date. From and after such date, unless the Company shall fail to pay such principal amount when so due and payable, together with interest, as aforesaid, interest on the Note shall cease to accrue. The Note shall be surrendered to the Company and cancelled and shall not be reissued.

Payment of the principal and interest on the Note shall be made by the Company at the chief executive office of the Lender in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

Section 2.02 Form, Execution and Characteristics of Note.

(a) The Note shall be in substantially the form attached hereto as Exhibit A.

(b) The Note (i) shall be transferable in whole or in part upon presentation and surrender thereof for transfer at the chief executive office of the Company, accompanied by appropriate instruments of assignment and transfer, duly executed by the holder of the surrendered Note or by duly authorized attorney, in form satisfactory to the Company; (ii) shall be dated as of the date of issue unless issued in exchange for another Note bearing unpaid interest from an earlier date, in which case they shall be dated as of such earlier date; and (iii) shall entitle the holder to interest from the date thereof. Upon presentation for transfer of any Note at the chief executive office of the Lender, the Company shall execute in the name of the designated transferee or transferees, one or more new Notes of a like aggregate unpaid principal amount.

(c) Each Note delivered pursuant to any provision of this Security Agreement in exchange or substitution for, or upon the transfer of the whole or any part, as the case may be, of the Note shall carry all the rights to principal and to interest accrued and unpaid and to accrue, which were carried by the whole or such part, as the case may be, of such Note, and, notwithstanding anything contained in this Security Agreement, such Note shall be so dated that neither gain nor loss in interest or principal shall result from such exchange, substitution or transfer and a notation of all previous principal payments shall be endorsed on the reverse side thereof.

(d) The Note shall in all respects rank senior to all Subordinated Indebtedness of the Company. The Note shall rank pari passu with all existing and future secured Indebtedness of the Company that by its terms constitutes senior Indebtedness of the Company.

ARTICLE III

Collateral

Section 3.01 Additional and Substituted Equipment Subject Hereto. In the event that the Company shall, as provided in Section 3.03, cause to be transferred to the Lender other Equipment or cash in addition to or in substitution for any of the Equipment herein specifically described or subjected hereto, such other Equipment or cash shall be included as part of the Collateral by supplement hereto to be executed by the Lender and the Company and shall be subject to all the terms and conditions hereof in all respects as though it had been part of the Collateral herein specifically described.

Section 3.02 Termination of Security. After all payments which are required to be made on the Note pursuant to this Security Agreement have been completed and fully made by the Company, (1) any moneys remaining in the hands of the Lender after providing for the Note

and after paying the expenses of the Lender, shall be paid to the Company and (2) the Lender shall execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear upon public records the release of the Collateral from the security interest granted hereunder, under the laws of any jurisdiction.

Section 3.03 Substitution and Replacement of Collateral. At any time and from time to time, as required for valid business reasons arising in the ordinary cause of the Company's business (as determined in the Company's reasonable discretion), the Company may issue to the Lender a Request, and upon such Request, the Lender shall execute and deliver a release of all the right and interest of the Lender in and to all or any part of the units of Equipment as provided herein; provided, however, that, at the option of the Company, (a) there shall be paid to the Lender cash in an amount not less than the Value, as of the date of such Request, of the units of Equipment to be released by the Lender or (b) there shall be conveyed to the Lender, at the time of release of any units of Equipment, a first priority, perfected security interest in other units of Equipment free and clear of other Liens and with a Value not less than the Value, as of the date of such Request, of the units of Equipment to be released.

At the time of delivery of any Request pursuant to the first paragraph of this Section, the Company shall, if other Equipment is to be conveyed to the Lender in substitution for the Equipment to be released by the Lender, deliver to the Lender the following papers:

(1) an Officers' Certificate stating (i) the Value, as of the date of said Request, of the Equipment so to be released by the Lender, and the year in which such Equipment was built, (ii) that the requested release by the Lender will not impair the security under this Security Agreement in contravention of the provisions hereof, (iii) a description of the Equipment to be substituted, the Value thereof as of such date, the year in which such substituted Equipment was built and that such substituted Equipment is free and clear of any other Liens, (iv) that each such unit so to be substituted is Equipment as defined herein, and (v) that the Company is not in Default; and

(2) an Opinion of Counsel to the effect that a proper supplement hereto in respect of each substituted unit of Equipment has been duly executed by the Lender and the Company as contemplated by Section 5.03 and to the effect set forth in the second paragraph of Section 5.03.

At the time of delivery of any Request pursuant to the first paragraph of this Section, the Company shall, if only cash is to be paid to the Lender in respect of the Equipment to be released by the Lender, deliver to the Lender an Officers' Certificate stating to the effect set forth in clause (i), (ii) and (v) of subparagraph (a) as well as the certificate required by subparagraph (b), if applicable, of the second paragraph of this Section.

Cash deposited with the Lender pursuant to this Section or Section 3.04 shall, from time to time, be paid over by the Lender to the Company upon Request, against granting to the Lender of a security interest hereunder in units of Equipment having a Value, as of the date of said Request, not less than the amount of cash so paid, and upon delivery to the Lender of papers

corresponding to those set forth in the second paragraph of this Section, with such appropriate modifications as may be approved by the Lender.

At any time, and from time to time, if the Lender is the Trustee or any other successor or assignee of Union Tank Car Company or the Trustee, such Lender, on Request, shall invest and reinvest cash deposited with it pursuant to this Section or Section 3.04 in Permitted Investments, at such prices, including any premium and accrued interest, as are set forth in such Request. Such Lender shall send statements to the Company monthly reflecting activity for the account created hereunder for the preceding month. The Company hereby agrees that confirmations of investments are not required to be issued by such Lender for each month in which a monthly statement is rendered. Such Lender shall have no liability with respect to any investment made pursuant to this Section 3.03, other than by reason of the willful conduct or gross negligence of such Lender. The Permitted Investments and all earnings from such Investments shall be liquidated by such Lender and the cash proceeds thereof shall from time to time be paid over by such Lender to the Company upon Request, against the granting to such Lender of a security interest hereunder in units of Equipment having a Value, as of the date of said Request, not less than the amount of cash so paid, and upon delivery to such Lender of papers corresponding to those set forth in the second paragraph of this Section, with such appropriate modifications as may be approved by such Lender.

Section 3.04 Maintenance of Equipment; Casualty Occurrences. The Company agrees that it will maintain and keep all the Equipment in good order and proper repair at its own cost and expense, unless and until it becomes worn out, unsuitable for use, obsolete or lost or destroyed (such occurrences being hereinafter called "Casualty Occurrences"). Whenever any of the Equipment shall suffer a Casualty Occurrence, the Company shall on or before the next following May 15, deliver to the Lender an Officer's Certificate describing such Equipment and stating the Value thereof as of the date such Equipment suffered such Casualty Occurrence. When the total Value of all units of Equipment having suffered a Casualty Occurrence (exclusive of units having suffered a Casualty Occurrence in respect of which a payment shall have been made to the Lender pursuant to this Section) shall exceed \$250,000 or 1% of the outstanding principal amount of the Note, whichever is less, the Company, within 30 days after it shall have been informed of such event, shall deliver to the Lender an Officer's Certificate describing such Equipment and stating the Value thereof as of the date such Equipment suffered such Casualty Occurrence and either (i) deposit with the Lender an amount in cash equal to the Value of such units of Equipment as of the date of the Casualty Occurrence in respect of each thereof or (ii) convey to the Lender, in accordance with the procedures and requirements of Section 3.03, a first priority, perfected security interest in units of Equipment free and clear of other Liens and with a Value, as of the date of such conveyance, not less than the Value of the units of Equipment suffering such Casualty Occurrence(s), as of the date of the Casualty Occurrence in respect of each thereof. The rights and remedies of the Lender to enforce its security interest hereunder shall not be affected by reason of any Casualty Occurrence. Cash deposited with the Lender pursuant to this Section shall be held and applied as provided in the fourth paragraph of Section 3.03.

Upon the deposit of cash with the Lender pursuant to this Section 3.04, the Lender shall execute and deliver a release in the form reasonably requested by the Company releasing to the

Company all the right, title and interest of the Lender in and to the Equipment which has suffered a Casualty Occurrence and in respect of which such deposit is made.

The Lender, by its agents, shall have the right at any reasonable time (which may be more frequent than once in each calendar year), but shall be under no duty, to inspect the Collateral at the then existing locations thereof.

Section 3.05 Possession of Collateral. Except as provided in this Section 3.05, without first obtaining the written consent of the Lender, the Company will not (a) assign or transfer its rights hereunder, (b) transfer the Collateral or any part thereof (unless it complies with the substitution and replacement provisions provided above) or (c) part with the possession of, or suffer or allow to pass out of its possession and control, any of the Collateral. An assignment or transfer to any Person which shall acquire all or substantially all the property of the Company (by merger, consolidation or otherwise) and which, by execution of an appropriate instrument satisfactory to the Lender, shall assume and agree to perform each and all the obligations and covenants of the Company hereunder, shall not be deemed a breach of this covenant and such assignment, transfer or assumption shall have the effect of releasing the Company from its obligations hereunder.

Notwithstanding the foregoing, so long as the Company shall not be in Default, the Company shall be entitled to the possession and use of the Collateral in accordance with the terms hereof, and the Company may also lease or contract to others all or any part of the Equipment, subject to all the terms and conditions of this Security Agreement.

Any such lease or contract may provide that the party acquiring the use of units of Equipment, so long as it shall not be in default under such lease or contract, shall be entitled, subject to the rights of the Lender hereunder, to the possession of such units and the use thereof and may provide for lettering or marking upon such Equipment for convenience of identification of the leasehold interest of such sublessee therein. Every such lease or contract entered into after the date of this Security Agreement shall contain provisions which have the effect of subjecting the rights of the party acquiring the use of units of the Equipment under such lease or contract to the rights and remedies of the Lender in respect of such units.

The Lender shall have the right to declare an Event of Default hereunder in case of any unauthorized assignment or transfer of the Company's rights hereunder or in case of any unauthorized transfer or lease of any of the Equipment.

Section 3.06 Marking of Equipment. The Company shall not change, or permit to be changed, the prefixes or numbers of any of the Equipment at any time covered hereby (or any numbers which may have been substituted as herein provided) except in accordance with a statement of new numbers to be substituted therefor which previously shall have been filed with the Lender by the Company and which shall be filed and recorded in like manner as this Security Agreement.

The Equipment may be lettered or marked, in case of a lease of any Equipment made pursuant to Section 3.05 hereof, in such manner as may be appropriate for convenience of

identification of the leasehold interest therein; but the Company, during the continuance of the security interest provided for herein, will not allow any lettering or designation to be placed on any of the Equipment claiming ownership thereof by any Person, firm, association or corporation other than the Company.

Section 3.07 Modifications and Improvements. The Company may make modifications and improvements to the Equipment and may remove parts and improvements (so long as not required by law or regulation) to the extent that the Value, utility and remaining useful life of the Equipment is not materially impaired. The Company shall make all modifications required by law or regulation unless the modification is economically impractical, in which case the Company may replace such Equipment by substituting other Equipment in accordance with Section 3.03 hereof.

ARTICLE IV

Events of Default and Remedies

Section 4.01 Events of Default. The Company covenants and agrees that in case:

(a) the Company defaults in the payment of the principal on the Note when the same becomes due and payable, whether at maturity or at a date fixed for redemption or by declaration or otherwise, or

(b) the Company defaults in the payment of any interest on any Note for more than five Business Days after the same becomes due and payable, or

(c) the Company shall make or suffer any unauthorized assignment or transfer of its rights hereunder or shall make any unauthorized transfer or lease (including, for the purpose of this clause, contracts for the use thereof) of any of the Collateral, or, except as herein authorized, shall part with the possession of any of the Collateral, and shall fail or refuse either to cause such assignment or transfer or lease to be canceled by agreement of all parties having any interest therein and recover possession of such Collateral within 30 days after the Lender shall have demanded in writing such cancellation and recovery of possession, or within said 30 days to deposit with the Lender a sum in cash equal to the Value, as of the date of such unauthorized action, of such Collateral (any sum so deposited to be returned to the Company upon the cancellation of such assignment, transfer or lease and the recovery of possession by the Company of such Collateral), or

(d) the Company defaults in the performance of or compliance with any term contained herein (other than those referred to in paragraphs (a), (b), (c) and (e) of this Section 4.01) and such default is not remedied within 30 days after (i) receipt of written notice from the Lender of such default (any such written notice to be identified as a "notice of default" and to refer specifically to this paragraph (d) of Section 4.01), or (ii) a Responsible Officer of the Company obtaining actual knowledge of any failure on its part to so comply; provided, however, that so long as such failure is capable of being remedied other than through the payment of money, and the Company is diligently

proceeding to comply, the Company may cure such failure within 60 days of receipt of such notice or the obtaining of such knowledge, or

(e) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in this Security Agreement or the Note proves to have been false or incorrect in any material respect on the date as of which made and such untruth or incorrectness shall continue to be material and unremedied for a period of 30 days after the earlier of (i) a Responsible Officer obtaining actual knowledge of such default and (ii) the Company receiving written notice of such default from the Lender (any such written notice to be identified as a “notice of default” and to refer specifically to this Section 4.01(e)); provided that, if such untruth or incorrectness is capable of being remedied, no such untruth or incorrectness shall constitute an Event of Default hereunder for a period of 60 days after receipt of such notice so long as the Company is diligently proceeding to remedy such untruth or incorrectness and shall in fact remedy such untruth or incorrectness within such period, or

(f) the Company (i) is generally not paying, or admits in writing its inability to pay, its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy, insolvency, reorganization, moratorium or other similar law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, Lender or other officer with similar powers with respect to it or with respect to any substantial part of its property, (v) is adjudicated as insolvent or to be liquidated, or (vi) takes corporate action for the purpose of any of the foregoing, or

(g) a court or Governmental Authority of competent jurisdiction enters an order appointing, without consent by the Company, a custodian, receiver, Lender or other officer with similar powers with respect to it or with respect to any substantial part of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of the Company, or any such petition shall be filed against the Company and such petition shall not be dismissed within 60 days,

(h) this Security Agreement, the Note or any Liens granted under this Security Agreement relating to Equipment with an aggregate Value in excess of \$175,000 or 1% of the principal amount of the Note then outstanding, whichever is more, shall, taken as a whole, terminate, cease to be effective against, or cease to be the legal, valid, binding and enforceable obligation of the Company; provided that for purposes of this Section 4.01 any Lien granted under this Indenture shall not be deemed to have terminated or ceased to be effective unless such Lien terminates or ceases to be effective under the Uniform Commercial Code as adopted in the State of Illinois, the State of Delaware or in any state in which the Company may subsequently be incorporated; or

(i) the Company shall contest the effectiveness, validity, binding nature or enforceability of this Security Agreement, the Note or any Lien granted under this Security Agreement.

(each herein sometimes called an "Event of Default"), then, (i) upon the occurrence of an Event of Default described in 4.01(a) through (e), the Lender may declare to be due and payable forthwith the Note or (ii) upon the occurrence of an Event of Default described in Section 4.01(f), (g), (h) or (i), the Note shall automatically become due and payable. Upon the Note becoming due and payable, whether automatically or by declaration, such Note will forthwith mature and the entire amount of such unpaid principal plus all accrued and unpaid interest thereon shall forthwith become and shall be due and payable immediately without presentment, further demand, protest or further notice, all of which are hereby waived.

Section 4.02 Incidents of Sale of Collateral. Upon any sale of all or any part of the Collateral made either under the power of sale given under this Security Agreement or otherwise for the enforcement of this Security Agreement, the following shall be applicable:

(a) Receipt of Lender Shall Discharge Purchaser. The receipt of the Lender or of the officer making such sale shall be a sufficient discharge to any purchaser for his purchase money, and, after paying such purchase money and receiving such receipt, such purchaser or its personal representative or assigns shall not be obliged to see to the application of such purchase money, or be in any way answerable for any loss, misapplication or non-application thereof.

(b) Application of Moneys Received Upon Sale. Any moneys collected by the Lender upon any sale made either under the power of sale given by this Security Agreement or otherwise for the enforcement of this Security Agreement, shall be applied as provided in Section 4.05.

Section 4.03 Remedies. In case of the happening and continuance of any Event of Default, the Lender may by its agents enter upon the premises of the Company and any of its Affiliates or lessees of the Equipment (or other Persons having acquired the use of the Equipment) where any of the Equipment may be and take possession of all or any part of the Equipment and withdraw the same from said premises, and shall be entitled to collect, receive and retain all unpaid rent or other charges of any kind earned by the Equipment or any part thereof, and may lease or otherwise contract for the use of the Collateral or any part thereof, or with or without retaking possession of the Equipment (but only after declaring due and payable the entire outstanding amount of the principal of the Note, as provided in Section 4.01) may sell the Equipment or any part thereof, free from any and all claims of the Company at law or in equity in one lot and as an entirety or in separate lots, at public or private sale, for cash or upon credit, in its discretion, and may proceed otherwise to enforce its rights, all subject to any mandatory requirements of law applicable thereto. Upon any such sale, the Lender itself may bid for the Collateral offered for sale or any part thereof. Any such sale may be held or conducted at such place and at such time as the Lender may specify, or as may be required by law, and without gathering at the place of sale the Collateral to be sold, and in general in such manner as the Lender may determine, but so that the Company may and shall have a reasonable

opportunity to bid at any such sale. Upon such taking possession or withdrawal or lease or sale of the Collateral, the Company shall cease to have any rights or remedies in respect of the Collateral hereunder, but all such rights and remedies shall be deemed thenceforth to have been waived and surrendered by the Company, and no payments theretofore made by the Company in respect of the Collateral or any of it shall give to the Company any legal or equitable interest or title in or to the Collateral or any of it or any cause or right of action at law or in equity in respect of the Collateral against the Lender. No such taking possession, withdrawal, lease or sale of the Collateral by the Lender nor the election or failure by the Lender to so take, withdraw, lease or sell any of the Collateral shall be a bar to the recovery by the Lender from the Company of the principal of and interest on the Note and the Company shall be and remain liable for the same until such sums have been realized, from the proceeds of the lease or sale of the Collateral, as shall be sufficient for the discharge and payment in full of all the obligations of the Company under this Security Agreement.

Section 4.04 Application of Proceeds. If the Lender shall exercise any of the powers conferred upon it by this Article IV, all payments made by the Company to the Lender, and the proceeds of any judgment collected from the Company by the Lender, and the proceeds of every sale or lease by the Lender of any of the Collateral, together with any other sums which may then be held by the Lender under any of the provisions hereof shall be applied by the Lender to the payment, in the following order of priority, (a) of all proper charges, expenses or advances made or incurred by the Lender in accordance with the provisions of this Security Agreement and (b) of the interest then due, with interest on overdue interest at the Penalty Rate, to the extent legally enforceable, and of the principal of the Note, with interest thereon at the Penalty Rate, to the extent legally enforceable, from the last preceding interest payment date, whether such Note shall have then matured by its terms or not, all such payments to be in full if such proceeds shall be sufficient, and if not sufficient, then first to interest and then to principal.

After all such payments shall have been made in full, the title to any of the Collateral remaining unsold shall be conveyed by the Lender to the Company free from any further liabilities or obligations to the Lender hereunder. If after applying all such sums of money realized by the Lender as aforesaid there shall remain any amount due to the Lender under the provisions hereof, the Company agrees to pay the amount of such deficit to the Lender. If after applying as aforesaid the sums of money realized by the Lender there shall remain a surplus in the possession of the Lender, such surplus shall be paid to the Company.

Section 4.05 Obligations of Company Not Affected by Remedies. No retaking of possession of the Collateral by the Lender, or any withdrawal, lease or sale thereof, nor any action or failure or omission to act against the Company or in respect of the Collateral, on the part of the Lender, nor any delay or indulgence granted to the Company by the Lender, shall affect the obligations of the Company hereunder. The Company hereby waives presentation and demand in respect of the Note and waives notice of presentation, of demand and of any Default in the payment of the principal of and interest on the Note.

Section 4.06 Company To Deliver Collateral to Lender. In case the Lender shall rightfully demand possession of any of the Collateral under Section 4.03, the Company will, at its own expense, forthwith and in the usual manner and at usual speed, cause such Collateral to

be delivered to such point or points as shall reasonably be designated by the Lender and will there deliver or cause to be delivered the same to the Lender; or, at the option of the Lender, the Lender may keep such Collateral, at the expense of the Company, on any premises approved by the Lender until the Lender shall have leased, sold or otherwise disposed of the same. The performance of the foregoing covenant is of the essence of this Security Agreement and upon application to any court having jurisdiction in the premises, the Lender shall be entitled to a decree against the Company requiring the specific performance thereof.

Section 4.07 Remedies Cumulative; Subject to Mandatory Requirements of Law. The remedies in this Security Agreement provided in favor of the Lender shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing at law or in equity; and such remedies shall be subject in all respects to any mandatory requirements of law at the time applicable thereto, to the extent such requirements may not be waived on the part of the Company.

ARTICLE V

Additional Agreements by the Company

Section 5.01 Discharge of Liens. The Company agrees that it will pay and discharge, or make adequate provision for the payment or discharge of, any debt, tax, charge, assessment, obligation or claim which if unpaid might become a Lien or charge upon or against any of the Collateral; but this provision shall not require the payment of any such debt, tax, charge, assessment, obligation or claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings that do not materially endanger the rights or interests of the Lender.

If the Company does not forthwith pay and discharge, or cause to be paid and discharged, or make adequate provision for the satisfaction or discharge of, any such debt, tax, charge, assessment, obligation or claim as required by this Section, the Lender may, but shall not be obligated to, pay and discharge the same and any amounts so paid shall be secured by and under this Security Agreement until reimbursed by the Company.

Section 5.02 Further Assurances. The Company agrees to do all such acts and execute all such instruments of further assurance as shall be reasonably requested by the Lender for the purpose of fully carrying out and effectuating this Security Agreement and the intent hereof.

Section 5.03 Payment of Expenses; Financing Statements. The Company agrees to pay the expenses incident to the preparation and execution of the Note to be issued hereunder and the preparation, execution, recording and filing of all financing statements required to be filed pursuant to this Section 5.03 and all other instruments executed under the provisions hereof. The Company shall (i) promptly after the execution and delivery of this Security Agreement and each supplement hereto, respectively, cause financing statements to be duly filed in the State of Illinois or, subsequent to the effective date in the State of Illinois of the amendments to Article 9 of the Uniform Commercial Code, the state in which the Company is then incorporated, in accordance with the Uniform Commercial Code as adopted in such jurisdiction(s), and (ii) from

time to time file continuation statements and perform any other act and will execute, acknowledge, deliver, file, register and record any and all further instruments required by law or reasonably requested by the Lender for the purpose of proper protection of the security interest of the Lender in the Collateral within such jurisdiction(s) and of fully carrying out and effectuating this Security Agreement and the intent hereof; provided, however, that the Company shall not be required to take any action to protect the security interest of the Lender in the Collateral in any jurisdiction outside the United States.

Upon the execution and delivery of each supplement hereto, the Company shall furnish to the Lender an Opinion of Counsel to the effect that, in the opinion of such counsel, a financing statement has been properly filed in compliance with the preceding paragraph of this Section and reciting the details of such actions, that such actions cause the perfection of the security interests of the Lender under this Security Agreement and no other filing is necessary for the protection of the rights of the Lender or the perfection of the security interests of the Lender in any State or any subdivision thereof. In rendering any such opinion, such counsel may conclusively rely upon an Officers' Certificate as to the location of the Collateral.

Section 5.04 Compliance with Law. The Company will comply with all laws, ordinances or governmental rules or regulations to which either of them is subject, including, without limitation, Environmental Laws, and will obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations, necessary to the ownership of its properties or to the conduct of its business, in each case to the extent necessary to ensure that non-compliance with such laws, ordinances or governmental rules or regulations or failures to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.05 Insurance. The Company will maintain, as part of an insurance program which may include appropriate risk retention and self-insurance, insurance with respect to the Equipment in such amounts and against such risks not less than the insurance, if any, maintained by the Company with respect to similar equipment owned or leased by the Company.

Section 5.06 Maintenance of Properties. The Company will maintain and keep its properties in good repair, working order and condition (other than ordinary wear and tear), so that the business carried on in connection therewith may be properly conducted at all times, provided that this Section shall not prevent the Company from discontinuing the operation and the maintenance of any of its properties if such discontinuance is desirable or appropriate in the conduct of its business and the Company has concluded that such discontinuance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.07 Payment of Taxes and Claims. The Company will file all tax returns required to be filed in any jurisdiction and to pay and discharge all taxes shown to be due and payable on such returns and all other taxes, assessments, governmental charges, or levies imposed on it or any of its properties, assets, income or franchises, to the extent such taxes and assessments have become due and payable and before they have become delinquent and all claims for which sums have become due and payable that have or might become a Lien on

properties or assets of the Company, provided that the Company need not pay any such tax or assessment or claims if (i) the amount, applicability or validity thereof is contested by the Company on a timely basis in good faith and in appropriate proceedings, and the Company has established adequate reserves therefor in accordance with GAAP on the books of the Company, or (ii) the nonpayment of all such taxes and assessments in the aggregate could not reasonably be expected to have a Material Adverse Effect.

Section 5.08 Maintenance of Corporate Existence. Subject to compliance with the provisions of Section 5.09, the Company will at all times preserve and keep in full force and effect its corporate existence and all rights and franchises of the Company unless, in the good faith judgment of the Company, the termination of or failure to preserve and keep in full force and effect such corporate existence, right or franchise would not, individually or in the aggregate, have a Material Adverse Effect.

Section 5.09 Consolidation, Merger or Sale of Assets Permitted.

(a) The Company shall not consolidate with or merge with any other Person or convey, transfer or lease all or substantially all of its assets to any Person, unless (i) the successor formed by such consolidation or the survivor of such merger or the Person which acquires by conveyance, transfer or lease all or substantially all of the assets of the Company, shall be a Person organized and existing under the laws of the United States of America or any State or the District of Columbia, and shall execute and deliver to the Lender an agreement in form reasonably satisfactory to the Lender containing an assumption by such successor Person of the due and punctual performance and observance of each covenant and condition of this Security Agreement and the Note, and (ii) immediately after giving effect to such transaction, no Event of Default, and no event that, after notice or lapse of time, or both, would become an Event of Default, shall have occurred and be continuing.

(b) Upon any consolidation or merger, or any sale or conveyance of all or substantially all of the assets of the Company, the successor Person formed by such consolidation or into which the Company is merged or to which such sale or conveyance is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Security Agreement with the same effect as if such successor Person had been named as the Company herein. No such conveyance, transfer or lease of all or substantially all of the assets of the Company shall have the effect of releasing the Company or any successor Person which shall theretofore have become such from its liability hereunder or under the Note.

ARTICLE VI

Concerning the Holder of the Note

Section 6.01 Certain Information. The Company will provide to the Lender:

(a) Within 105 days after the end of each fiscal year, a certificate of a Senior Financial Officer of the Company as to the Company's:

(i) Covenant Compliance - whether, in the opinion of the Person signing such certificate, the Company was in compliance with all of its obligations hereunder during the annual period covered by the certificate being finished, and

(ii) Event of Default - a statement that such officer has reviewed the relevant terms hereof and has made, or caused to be made, under his or her supervision, a review of the transactions and conditions of the Company from the beginning of the annual period covered by the statements then being furnished to the date of the certificate and that such review shall not have disclosed the existence during such period of any condition or event that constitutes a Default or an Event of Default or, if any such condition or event existed or exists (including, without limitation, any such event or condition resulting from the failure of the Company to comply with any Environmental Law), specifying the nature and period of existence thereof and what action the Company shall have taken or proposes to take with respect thereto;

(b) Within five (5) Business Days after a Responsible Officer of the Company becomes aware of any Default or Event of Default, a written notice specifying the nature and period of existence thereof and what action the Company is taking or proposes to take with respect thereto; and

(c) Other information relating to the business, operations, affairs, financial condition, assets or properties of the Company or any of its subsidiaries as reasonably requested by the Lender.

Section 6.02 Inspection. The Company shall permit the Lender:

(a) If no Event of Default exists, at the Lender's own expense and upon reasonable prior notice, to visit the principal executive office of the Company and discuss the Company's affairs, finances and accounts with its officers and, with the consent of the Company (which shall not be unreasonably withheld), to visit other offices and properties of the Company, all at such reasonable times during regular business hours and as often as may be reasonably requested in writing; and

(b) If an Event of Default exists, at the Company's expense, to visit and inspect any offices or properties of the Company, to examine its books and records, and make copies and extracts therefrom to the extent reasonably necessary under the circumstances and to discuss the Company's affairs, finances and accounts with its officers and independent public accountants.

(c) The confidentiality of all information provided by the Company pursuant to Section 6.02(a) or 6.02(b) shall be maintained by the Lender, unless otherwise agreed by the Company.

ARTICLE VII

Representations and Warranties of the Company

The Company represents and warrants to the Lender that:

Section 7.01 Organization; Power and Authority. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and is duly qualified as a foreign corporation and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has the corporate power and authority to own or hold under lease the properties it purports to own or hold under lease, to transact the business it transacts and proposes to transact, to execute and deliver this Security Agreement, the Note and the other instruments contemplated hereby and thereby and to perform the provisions hereof and thereof.

Section 7.02 Authorization, etc. This Security Agreement, the Note and the consummation of the transaction contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of the Company, and this Security Agreement constitutes, and upon execution and delivery thereof the Note will constitute, a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 7.03 Organization and Ownership of Shares of Subsidiaries. Schedule 7.03 is (except as noted therein) a complete and correct list of the Company's Subsidiaries, showing, as to each Subsidiary, the correct name thereof, the jurisdiction of its organization, and the percentage of shares of each class of its capital stock or similar equity interests outstanding owned by the Company and each other Subsidiary.

(a) All of the outstanding shares of capital stock or similar equity interests of each Subsidiary shown in Schedule 7.03 as being owned by the Company and its Subsidiaries have been validly issued, are fully paid and nonassessable and are owned by the Company or a Subsidiary free and clear of any Lien (except as otherwise disclosed in Schedule 7.03).

(b) Each Subsidiary identified in Schedule 7.03 is a corporation or other legal entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is duly qualified as a foreign corporation or other legal entity and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each such Subsidiary has the corporate or other power and

authority to own or hold under lease the properties it purports to own or hold under lease and to transact the business it transacts and proposes to transact.

Section 7.04 Compliance with Laws, Other Instruments, etc. The execution, delivery and performance by the Company of this Security Agreement and the Note will not (i) contravene, result in any breach of, or constitute a default under, or, except as contemplated by this Security Agreement and the Note, result in the creation of any Lien in respect of any property of the Company or any Subsidiary under, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, corporate charter or by-laws, or any other Material agreement or instrument to which the Company or any Subsidiary is bound or by which the Company or any Subsidiary or any of their respective properties may be bound or affected, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or Governmental Authority applicable to the Company or any Subsidiary or (iii) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to the Company or any Subsidiary.

Section 7.05 Governmental Authorizations, etc. No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by the Company of this Security Agreement or the Note, other than filings described in Section 5.03 and 7.15 hereof for the purpose of perfecting the Liens granted to the Lender hereunder.

Section 7.06 Litigation; Observance of Statutes and Orders.

(a) Except as disclosed in Schedule 7.06, there are no actions, suits or proceedings pending or, to the knowledge of the Company, threatened against or affecting the Company or any Subsidiary or any property of the Company or any Subsidiary in any court or before any arbitrator of any kind or before or by any Governmental Authority that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

(b) Neither the Company nor any Subsidiary is in default under any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority or is in violation of any applicable law, ordinance, rule or regulation (including without limitation Environmental Laws) of any Governmental Authority, which default or violation, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

Section 7.07 Taxes. The Company and its Subsidiaries have filed all income tax returns that are required to have been filed in any jurisdiction, and have paid all taxes shown to be due and payable on such returns and all other taxes and assessments payable by them, to the extent such taxes and assessments have become due and payable and before they have become delinquent, except for any taxes and assessments (i) the amount of which is not individually or in the aggregate Material or (ii) the amount, applicability or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which the Company or a Subsidiary, as the case may be, has established adequate reserves in accordance with GAAP.

Section 7.08 Title to Property; Leases. The Company and its Subsidiaries have good and sufficient title to their respective Material properties, including all of the Collateral, in each case free and clear of all Liens, (a) in the case of the Collateral, except for those Liens granted to the Lender under this Security Agreement and the Note, or (b) in the case of the other properties of the Company, except for (i) Liens securing the Company's Senior Secured Notes due 2015 and (ii) those Liens that, individually or in the aggregate, would not have a Material Adverse Effect. All Material leases, including, without limitation, all leases in respect of any of the Collateral, are valid and subsisting and are in full force and effect in all material respects.

Section 7.09 Licenses, Permits, etc. Except as disclosed in Schedule 7.09, the Company and its Subsidiaries own or possess all licenses, permits, franchises, authorizations, patents, copyrights, service marks, trademarks and trade names, or rights thereto, that are Material, without known conflict with the rights of others, except for those conflicts that, individually or in the aggregate, would not have a Material Adverse Effect.

Section 7.10 Compliance with ERISA. The Company does not sponsor any Plan.

Section 7.11 Use of Proceeds; Margin Regulations. The Company will apply the proceeds of the issuance of the Note as set forth in Schedule 7.11. No part of the proceeds from the issuance of the Note hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any securities under such circumstances as to involve the Company in a violation of Regulation X of said Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of said Board (12 CFR 220). Margin stock does not constitute more than 1% of the value of the consolidated assets of the Company and its Subsidiaries, and the Company does not have any present intention that margin stock will constitute more than 5% of the value of such assets. As used in this Section, the terms "**margin stock**" and "**purpose of buying or carrying**" shall have the meanings assigned to them in Regulation U.

Section 7.12 Existing Indebtedness. Neither the Company nor any Subsidiary is in default and no waiver of default is currently in effect, in the payment of any principal or interest on any Indebtedness of the Company or such Subsidiary and no event or condition exists with respect to any Indebtedness of the Company or any Subsidiary that would permit (or that with notice or the lapse of time, or both, would permit) one or more Persons to cause such Indebtedness to become due and payable before its stated maturity or before its regularly scheduled dates of payment.

Section 7.13 Foreign Assets Control Regulations, etc. Neither the execution, delivery or performance of this Security Agreement and the Note by the Company, nor the use of the proceeds from the Note by the Company will violate the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto.

Section 7.14 Status under Certain Statutes. Neither the Company nor any Subsidiary is subject to regulation under the Investment Company Act of 1940, as amended, the Public Utility Holding Company Act of 1935, as amended, or the Federal Power Act, as amended.

Section 7.15 Security Interest in Collateral. All filings and other actions required to be performed pursuant to Section 5.03 of this Security Agreement have been made or delivered to the appropriate parties for filing and, upon the making of such filings, this Security Agreement and the financing statements filed pursuant hereto will create a valid and perfected lien and security interest under the laws of the State of Illinois in the Collateral. None of the Equipment was put into service prior to July 1, 2000.

Section 7.16 Insurance. The Company maintains, as part of an insurance program which includes appropriate risk retention and self-insurance, insurance with respect to the Equipment in such amounts and against such risks not less than the insurance, if any, maintained by the Company with respect to similar equipment owned or leased by the Company.

ARTICLE VIII

Miscellaneous

Section 8.01 Rights Confined to Parties. Nothing expressed or implied herein shall be construed to confer upon any Person other than the parties hereto, any right, remedy or claim under or by reason of this Security Agreement or of any term, agreement or condition herein, and all the terms, covenants and conditions herein shall be for the sole and exclusive benefit of the parties hereto and their successors. Notwithstanding the foregoing or any other provision to the contrary contained herein, the Company acknowledges and consents to the assignment of the Note and Lender's rights under this Security Agreement to the Trustee for the purpose of partially securing the Lender's obligations under the Union Tank Notes and the Indenture. The Lender and the Company each agree that, immediately upon receipt of written notice from the Trustee that an event of default under the Indenture has occurred, they (i) shall recognize the Trustee as the "Lender" hereunder for all purposes, (2) shall not contest any action undertaken by the Trustee for the purpose of realizing on the Trustee's security interests herein and in the Note, and (3) shall pay all amounts owed by the Company hereunder or under the Note directly to the Trustee for the benefit of the holders of Union Tank Notes in accordance with the provisions of the Indenture. Furthermore, the Lender and the Company each acknowledge and agree that so long as any Union Tank Note is outstanding and the Note and this Security Agreement constitute collateral therefor, neither this Security Agreement nor the Note may be amended, nor any provision hereof or thereof waived, without the written consent of each holder of Union Tank Notes. The Trustee and each holder of Union Tank Notes is an intended third party beneficiary of the provisions of this Section 8.01.

Section 8.02 No Recourse. No recourse under this Security Agreement shall be had against any Person, solely by reason of the fact that he is a stockholder, officer or director of the Company by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed that this Security Agreement is solely a corporate obligation, and that no personal liability whatever shall attach to or be incurred by

any Person, solely by reason of the fact that he is a stockholder, officer or director of the Company under or by reason of any of the terms, agreements or conditions contained in this Security Agreement, or implied therefrom, and that any and all such personal liability, either at common law or in equity, or by statute or constitution, is hereby expressly waived as a condition of and consideration for the execution of this Security Agreement.

Section 8.03 Binding Upon Assigns. Except as otherwise provided herein, the provisions of this Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 8.04 Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been received by the addressee on the date of actual receipt (if such date is a Business Day, otherwise on the next Business Day), if transmitted by mail, telex, telecopy (confirmed by hard copy) or similar transmission, or by hand, addressed as follows: (a) in the case of the Company, 225 West Washington Street, 19th Floor, Chicago, Illinois 60606, marked to the attention of its Treasurer, or such other address as may hereafter be furnished to the Lender in writing by the Company, and (b) in the case of the Lender, the address set forth in the definition of Lender in Section 1.01 or such other address as may hereafter be furnished to the Company in writing by the Lender.

Section 8.05 Effect of Headings; Date Executed; and Governing Law.

(a) The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

(b) This Security Agreement shall be deemed to have been executed on the date of the acknowledgment thereof by the officer of the Lender who signed it on behalf of the Lender.

(c) This Security Agreement shall be governed by the laws of the State of Illinois.

Section 8.06 Legal Holidays. In any case where any date for payment of interest or date of maturity of any installment of principal on the Note shall not be a Business Day, then, notwithstanding any other provision of this Security Agreement or the Note, payment need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on such date for payment of interest or date of maturity of any installment of principal on the Note, and if payment is made on such next succeeding Business Day no interest shall accrue on the amount of such payment for the period from and after such date for payment of interest or date of maturity of any installment of principal on the Note, as the case may be, to and including such next succeeding Business Day.

Section 8.07 Counterparts. For the purpose of facilitating the execution of this Security Agreement and for other purposes, this Security Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument.

Section 8.08 Survival of Representations and Warranties; Entire Agreement. All representations and warranties contained herein shall survive the execution and delivery of this

Security Agreement and the Note and the payment of the Note and may be relied upon by any subsequent holder of the Note, regardless of any investigation made at any time by or on behalf of you or any other holder of the Note. All statements contained in any certificate or other instrument delivered by or on behalf of the Company pursuant to this Security Agreement shall be deemed representations and warranties of the Company under this Security Agreement. Subject to the preceding sentence, this Security Agreement and the Note embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

IN WITNESS WHEREOF, the Lender and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

UNION TANK CAR COMPANY, as Lender

By: _____
Name: M.J. Garrette
Title: Vice President

Attest:

Secretary

EXSIF WORLDWIDE, INC.

By: _____
Name: M.J. Garrette
Title: Vice President

Attest:

Secretary

SCHEDULE 1

Description of Equipment

See Attached

EXSIF WORLDWIDE INC.
PLEDGED ASSETS

Mark	Unit Number	CLASS	TYPE	YEAR	Mark	Unit Number	CLASS	TYPE	YEAR
EXFU	022442	IMO TYPE 1	Z2	2001	EXFU	143180	SPECIAL OTHER	S2	2001
EXFU	022443	IMO TYPE 1	Z2	2001	EXFU	143182	SPECIAL OTHER	S2	2001
EXFU	022444	IMO TYPE 1	Z2	2001	EXFU	143183	SPECIAL OTHER	S2	2001
EXFU	022445	IMO TYPE 1	Z2	2001	EXFU	143185	SPECIAL OTHER	S2	2001
EXFU	022446	IMO TYPE 1	Z2	2001	EXFU	143187	SPECIAL OTHER	S2	2001
EXFU	022447	IMO TYPE 1	Z2	2001	EXFU	143188	SPECIAL OTHER	S2	2001
EXFU	022448	IMO TYPE 1	Z2	2001	EXFU	830092	IMO TYPE 1	Z3	2000
EXFU	022449	IMO TYPE 1	Z2	2001	EXFU	830093	IMO TYPE 1	Z3	2000
EXFU	022450	IMO TYPE 1	Z2	2001	EXFU	830094	IMO TYPE 1	Z3	2000
EXFU	022451	IMO TYPE 1	Z2	2001	EXFU	830095	IMO TYPE 1	Z3	2000
EXFU	022452	IMO TYPE 1	Z2	2001	EXFU	830096	IMO TYPE 1	Z3	2000
EXFU	022453	IMO TYPE 1	Z2	2001	EXFU	830097	IMO TYPE 1	Z3	2000
EXFU	022454	IMO TYPE 1	Z2	2001	EXFU	830098	IMO TYPE 1	Z3	2000
EXFU	022455	IMO TYPE 1	Z2	2001	EXFU	830099	IMO TYPE 1	Z3	2000
EXFU	022456	IMO TYPE 1	Z2	2001	EXFU	830100	IMO TYPE 1	Z3	2000
EXFU	022457	IMO TYPE 1	Z2	2001	EXFU	830101	IMO TYPE 1	Z3	2000
EXFU	022458	IMO TYPE 1	Z2	2001	EXFU	830102	IMO TYPE 1	Z3	2001
EXFU	022459	IMO TYPE 1	Z2	2001	EXFU	830103	IMO TYPE 1	Z3	2001
EXFU	022460	IMO TYPE 1	Z2	2001	EXFU	830104	IMO TYPE 1	Z3	2001
EXFU	022461	IMO TYPE 1	Z2	2001	EXFU	830105	IMO TYPE 1	Z3	2001
EXFU	022462	IMO TYPE 1	Z2	2001	EXFU	830106	IMO TYPE 1	Z3	2001
EXFU	022463	IMO TYPE 1	Z2	2001	EXFU	830107	IMO TYPE 1	Z3	2001
EXFU	022464	IMO TYPE 1	Z2	2001	EXFU	830108	IMO TYPE 1	Z3	2001
EXFU	022465	IMO TYPE 1	Z2	2001	EXFU	830109	IMO TYPE 1	Z3	2001
EXFU	022466	IMO TYPE 1	Z2	2001	EXFU	830110	IMO TYPE 1	Z3	2001
EXFU	050681	IMO TYPE 1	Z5	2000	EXFU	830111	IMO TYPE 1	Z3	2001
EXFU	050682	IMO TYPE 1	Z5	2000	EXFU	830112	IMO TYPE 1	Z3	2001
EXFU	050683	IMO TYPE 1	Z5	2000	EXFU	830113	IMO TYPE 1	Z3	2001
EXFU	050684	IMO TYPE 1	Z5	2000	EXFU	830114	IMO TYPE 1	Z3	2001
EXFU	050685	IMO TYPE 1	Z5	2000	EXFU	830115	IMO TYPE 1	Z3	2001
EXFU	050686	IMO TYPE 1	Z5	2000	EXFU	830116	IMO TYPE 1	Z3	2001
EXFU	050687	IMO TYPE 1	Z5	2000	EXFU	830117	IMO TYPE 1	Z3	2001
EXFU	050688	IMO TYPE 1	Z5	2000	EXFU	830118	IMO TYPE 1	Z3	2001
EXFU	050689	IMO TYPE 1	Z5	2000	EXFU	830119	IMO TYPE 1	Z3	2001
EXFU	050690	IMO TYPE 1	Z5	2000	EXFU	830120	IMO TYPE 1	Z3	2001
EXFU	050691	IMO TYPE 1	Z5	2000	EXFU	830121	IMO TYPE 1	Z3	2001
EXFU	050692	IMO TYPE 1	Z5	2000	EXFU	876285	SWAP BODIES	B1	2001
EXFU	050693	IMO TYPE 1	Z5	2000	EXFU	876286	SWAP BODIES	B1	2000
EXFU	050694	IMO TYPE 1	Z5	2000	EXFU	876287	SWAP BODIES	B1	2000
EXFU	050695	IMO TYPE 1	Z5	2000	EXFU	876288	SWAP BODIES	B1	2001
EXFU	050696	IMO TYPE 1	Z5	2000	EXFU	876289	SWAP BODIES	B1	2001
EXFU	050697	IMO TYPE 1	Z5	2000	EXFU	876290	SWAP BODIES	B1	2001
EXFU	050698	IMO TYPE 1	Z5	2000	EXFU	876291	SWAP BODIES	B1	2001
EXFU	050699	IMO TYPE 1	Z5	2000	EXFU	876292	SWAP BODIES	B1	2001
EXFU	050700	IMO TYPE 1	Z5	2000	EXFU	876293	SWAP BODIES	B1	2001
EXFU	050701	IMO TYPE 1	Z5	2000	EXFU	876294	SWAP BODIES	B1	2001
EXFU	050702	IMO TYPE 1	Z5	2000	EXFU	876295	SWAP BODIES	B1	2001
EXFU	050703	IMO TYPE 1	Z5	2000	EXFU	876296	SWAP BODIES	B1	2001
EXFU	050704	IMO TYPE 1	Z5	2000	EXFU	876297	SWAP BODIES	B1	2001
EXFU	050705	IMO TYPE 1	Z5	2000	EXFU	876298	SWAP BODIES	B1	2001
EXFU	050706	IMO TYPE 1	Z5	2000	EXFU	876299	SWAP BODIES	B1	2001
EXFU	050707	IMO TYPE 1	Z5	2000	EXFU	876300	SWAP BODIES	B1	2001
EXFU	050708	IMO TYPE 1	Z5	2000	EXFU	876301	SWAP BODIES	B1	2001
EXFU	050709	IMO TYPE 1	Z5	2000	EXFU	876302	SWAP BODIES	B1	2001
EXFU	050710	IMO TYPE 1	Z5	2000	EXFU	876303	SWAP BODIES	B1	2001
EXFU	050711	IMO TYPE 1	Z5	2000	EXFU	876304	SWAP BODIES	B1	2001
EXFU	050712	IMO TYPE 1	Z5	2000	EXFU	876305	SWAP BODIES	B1	2001
EXFU	050713	IMO TYPE 1	Z5	2000	EXFU	876306	SWAP BODIES	B1	2001
EXFU	050714	IMO TYPE 1	Z5	2000	EXFU	876307	SWAP BODIES	B1	2001
EXFU	050715	IMO TYPE 1	Z5	2000	EXFU	876308	SWAP BODIES	B1	2001
EXFU	050716	IMO TYPE 1	Z5	2000	EXFU	876309	SWAP BODIES	B1	2001

EXSIF WORLDWIDE INC.
PLEDGED ASSETS

Mark	Unit Number	CLASS	TYPE	YEAR	Mark	Unit Number	CLASS	TYPE	YEAR
EXFU	050717	IMO TYPE 1	Z5	2000	EXFU	876310	SWAP BODIES	B1	2001
EXFU	050718	IMO TYPE 1	Z5	2000	EXFU	876311	SWAP BODIES	B1	2001
EXFU	050719	IMO TYPE 1	Z5	2000	EXFU	876312	SWAP BODIES	B1	2001
EXFU	050720	IMO TYPE 1	Z5	2000	EXFU	876313	SWAP BODIES	B1	2001
EXFU	050721	IMO TYPE 1	Z5	2000	EXFU	876314	SWAP BODIES	B1	2001
EXFU	050722	IMO TYPE 1	Z5	2000	EXFU	876315	SWAP BODIES	B1	2001
EXFU	050723	IMO TYPE 1	Z5	2000	EXFU	876316	SWAP BODIES	B1	2001
EXFU	050724	IMO TYPE 1	Z5	2000	EXFU	876317	SWAP BODIES	B1	2001
EXFU	050725	IMO TYPE 1	Z5	2000	EXFU	876318	SWAP BODIES	B1	2001
EXFU	050726	IMO TYPE 1	Z5	2000	EXFU	876319	SWAP BODIES	B1	2001
EXFU	050727	IMO TYPE 1	Z5	2000	EXFU	876320	SWAP BODIES	B1	2001
EXFU	050728	IMO TYPE 1	Z5	2000	EXFU	876321	SWAP BODIES	B1	2001
EXFU	050729	IMO TYPE 1	Z5	2000	EXFU	876322	SWAP BODIES	B1	2001
EXFU	050730	IMO TYPE 1	Z5	2000	EXFU	876323	SWAP BODIES	B1	2001
EXFU	050731	IMO TYPE 1	Z5	2000	EXFU	876324	SWAP BODIES	B1	2001
EXFU	050732	IMO TYPE 1	Z5	2000	EXFU	877073	SWAP BODIES	B1	2001
EXFU	050733	IMO TYPE 1	Z5	2000	EXFU	877074	SWAP BODIES	B1	2001
EXFU	050734	IMO TYPE 1	Z5	2000	EXFU	877075	SWAP BODIES	B1	2001
EXFU	050735	IMO TYPE 1	Z5	2000	EXFU	877076	SWAP BODIES	B1	2001
EXFU	050736	IMO TYPE 1	Z5	2000	EXFU	877077	SWAP BODIES	B1	2001
EXFU	050737	IMO TYPE 1	Z5	2000	EXFU	877078	SWAP BODIES	B1	2001
EXFU	050738	IMO TYPE 1	Z5	2000	EXFU	877079	SWAP BODIES	B1	2001
EXFU	050739	IMO TYPE 1	Z5	2000	EXFU	877080	SWAP BODIES	B1	2001
EXFU	050740	IMO TYPE 1	Z5	2000	EXFU	877081	SWAP BODIES	B1	2001
EXFU	050741	IMO TYPE 1	Z5	2000	EXFU	877082	SWAP BODIES	B1	2001
EXFU	050742	IMO TYPE 1	Z5	2000	TRLU	022432	IMO TYPE 1	Z2	2000
EXFU	050743	IMO TYPE 1	Z5	2000	TRLU	022433	IMO TYPE 1	Z2	2000
EXFU	050744	IMO TYPE 1	Z5	2000	TRLU	022434	IMO TYPE 1	Z2	2000
EXFU	050745	IMO TYPE 1	Z5	2000	TRLU	022435	IMO TYPE 1	Z2	2000
EXFU	050746	IMO TYPE 1	Z5	2000	TRLU	022436	IMO TYPE 1	Z2	2000
EXFU	050747	IMO TYPE 1	Z5	2000	TRLU	022437	IMO TYPE 1	Z2	2000
EXFU	050748	IMO TYPE 1	Z5	2000	TRLU	022438	IMO TYPE 1	Z2	2000
EXFU	050749	IMO TYPE 1	Z5	2000	TRLU	022439	IMO TYPE 1	Z2	2000
EXFU	050750	IMO TYPE 1	Z5	2000	TRLU	022440	IMO TYPE 1	Z2	2000
EXFU	050751	IMO TYPE 1	Z5	2000	TRLU	022441	IMO TYPE 1	Z2	2000
EXFU	050752	IMO TYPE 1	Z5	2000	TRLU	027649	SPECIAL OTHER	S2	2000
EXFU	050753	IMO TYPE 1	Z5	2000	TRLU	027654	SPECIAL OTHER	S2	2000
EXFU	050754	IMO TYPE 1	Z5	2000	TRLU	027656	SPECIAL OTHER	S2	2000
EXFU	050755	IMO TYPE 1	Z5	2000	TRLU	027657	SPECIAL OTHER	S2	2000
EXFU	050756	IMO TYPE 1	Z5	2000	TRLU	027707	SPECIAL OTHER	S2	2000
EXFU	050757	IMO TYPE 1	Z5	2000	TRLU	027708	SPECIAL OTHER	S2	2000
EXFU	050758	IMO TYPE 1	Z5	2000	TRLU	027709	SPECIAL OTHER	S2	2000
EXFU	050759	IMO TYPE 1	Z5	2000	TRLU	027712	SPECIAL OTHER	S2	2000
EXFU	050760	IMO TYPE 1	Z5	2000	TRLU	027713	SPECIAL OTHER	S2	2000
EXFU	050761	IMO TYPE 1	Z5	2000	TRLU	027714	SPECIAL OTHER	S2	2000
EXFU	050762	IMO TYPE 1	Z5	2000	TRLU	027715	SPECIAL OTHER	S2	2000
EXFU	050763	IMO TYPE 1	Z5	2000	TRLU	027716	SPECIAL OTHER	S2	2000
EXFU	050764	IMO TYPE 1	Z5	2000	TRLU	027717	SPECIAL OTHER	S2	2000
EXFU	050765	IMO TYPE 1	Z5	2000	TRLU	027718	SPECIAL OTHER	S2	2000
EXFU	050766	IMO TYPE 1	Z5	2000	TRLU	027719	SPECIAL OTHER	S2	2000
EXFU	050767	IMO TYPE 1	Z5	2000	TRLU	027720	SPECIAL OTHER	S2	2000
EXFU	050768	IMO TYPE 1	Z5	2000	TRLU	027721	SPECIAL OTHER	S2	2000
EXFU	050769	IMO TYPE 1	Z5	2000	TRLU	027722	SPECIAL OTHER	S2	2000
EXFU	050770	IMO TYPE 1	Z5	2000	TRLU	027723	SPECIAL OTHER	S2	2000
EXFU	050771	IMO TYPE 1	Z5	2000	TRLU	027724	SPECIAL OTHER	S2	2000
EXFU	050772	IMO TYPE 1	Z5	2000	TRLU	027725	SPECIAL OTHER	S2	2000
EXFU	050773	IMO TYPE 1	Z5	2000	TRLU	027726	SPECIAL OTHER	S2	2000
EXFU	050774	IMO TYPE 1	Z5	2000	TRLU	027727	SPECIAL OTHER	S2	2000
EXFU	050775	IMO TYPE 1	Z5	2000	TRLU	027728	SPECIAL OTHER	S2	2000
EXFU	050776	IMO TYPE 1	Z5	2000	TRLU	027729	SPECIAL OTHER	S2	2000
EXFU	050777	IMO TYPE 1	Z5	2000	TRLU	027730	SPECIAL OTHER	S2	2000

PLEDGED ASSETS

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EXSIF WORLDWIDE INC
PLEDGED ASSETS

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EXSIF WORLDWIDE INC.
PLEDGED ASSETS

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EXSIF WORLDWIDE INC.
PLEDGED ASSETS

Mark	Unit Number	CLASS	TYPE	YEAR	Mark	Unit Number	CLASS	TYPE	YEAR
EXFU	050964	IMO TYPE 1	Z5	2001	TRLU	027915	SPECIAL OTHER	S2	2000
EXFU	050965	IMO TYPE 1	Z5	2001	TRLU	027916	SPECIAL OTHER	S2	2000
EXFU	050966	IMO TYPE 1	Z5	2001	TRLU	027917	SPECIAL OTHER	S2	2000
EXFU	050967	IMO TYPE 1	Z5	2001	TRLU	027918	SPECIAL OTHER	S2	2000
EXFU	050968	IMO TYPE 1	Z5	2001	TRLU	027919	SPECIAL OTHER	S2	2000
EXFU	050969	IMO TYPE 1	Z5	2001	TRLU	027920	SPECIAL OTHER	S2	2000
EXFU	050970	IMO TYPE 1	Z5	2001	TRLU	027921	SPECIAL OTHER	S2	2000
EXFU	050972	IMO TYPE 1	Z5	2001	TRLU	027922	SPECIAL OTHER	S2	2000
EXFU	050973	IMO TYPE 1	Z5	2001	TRLU	027923	SPECIAL OTHER	S2	2000
EXFU	050974	IMO TYPE 1	Z5	2001	TRLU	027924	SPECIAL OTHER	S2	2000
EXFU	050976	IMO TYPE 1	Z5	2001	TRLU	027925	SPECIAL OTHER	S2	2000
EXFU	050977	IMO TYPE 1	Z5	2001	TRLU	027926	SPECIAL OTHER	S2	2000
EXFU	050978	IMO TYPE 1	Z5	2001	TRLU	027927	SPECIAL OTHER	S2	2000
EXFU	050979	IMO TYPE 1	Z5	2001	TRLU	027928	SPECIAL OTHER	S2	2000
EXFU	050980	IMO TYPE 1	Z5	2001	TRLU	027929	SPECIAL OTHER	S2	2000
EXFU	050981	IMO TYPE 1	Z5	2001	TRLU	027930	SPECIAL OTHER	S2	2000
EXFU	050982	IMO TYPE 1	Z5	2001	TRLU	027931	SPECIAL OTHER	S2	2000
EXFU	050983	IMO TYPE 1	Z5	2001	TRLU	027932	SPECIAL OTHER	S2	2000
EXFU	050984	IMO TYPE 1	Z5	2001	TRLU	027933	SPECIAL OTHER	S2	2000
EXFU	050985	IMO TYPE 1	Z5	2001	TRLU	027934	SPECIAL OTHER	S2	2000
EXFU	050986	IMO TYPE 1	Z5	2001	TRLU	027935	SPECIAL OTHER	S2	2000
EXFU	050987	IMO TYPE 1	Z5	2001	TRLU	027936	SPECIAL OTHER	S2	2000
EXFU	050988	IMO TYPE 1	Z5	2001	TRLU	027937	SPECIAL OTHER	S2	2000
EXFU	050989	IMO TYPE 1	Z5	2001	TRLU	027938	SPECIAL OTHER	S2	2000
EXFU	050990	IMO TYPE 1	Z5	2001	TRLU	027939	SPECIAL OTHER	S2	2000
EXFU	050992	IMO TYPE 1	Z5	2001	TRLU	027940	SPECIAL OTHER	S2	2000
EXFU	050994	IMO TYPE 1	Z5	2001	TRLU	027941	SPECIAL OTHER	S2	2000
EXFU	050995	IMO TYPE 1	Z5	2001	TRLU	027942	SPECIAL OTHER	S2	2000
EXFU	050996	IMO TYPE 1	Z5	2001	TRLU	027943	SPECIAL OTHER	S2	2000
EXFU	050997	IMO TYPE 1	Z5	2001	TRLU	027944	SPECIAL OTHER	S2	2000
EXFU	050998	IMO TYPE 1	Z5	2001	TRLU	027945	SPECIAL OTHER	S2	2000
EXFU	051000	IMO TYPE 1	Z5	2001	TRLU	027946	SPECIAL OTHER	S2	2000
EXFU	051001	IMO TYPE 1	Z5	2001	TRLU	027947	SPECIAL OTHER	S2	2000
EXFU	051002	IMO TYPE 1	Z5	2001	TRLU	027948	SPECIAL OTHER	S2	2000
EXFU	051003	IMO TYPE 1	Z5	2001	TRLU	027949	SPECIAL OTHER	S2	2000
EXFU	051006	IMO TYPE 1	Z5	2001	TRLU	027950	SPECIAL OTHER	S2	2000
EXFU	051007	IMO TYPE 1	Z5	2001	TRLU	027951	SPECIAL OTHER	S2	2000
EXFU	051008	IMO TYPE 1	Z5	2001	TRLU	027952	SPECIAL OTHER	S2	2000
EXFU	051009	IMO TYPE 1	Z5	2001	TRLU	027953	SPECIAL OTHER	S2	2000
EXFU	051011	IMO TYPE 1	Z5	2001	TRLU	027954	SPECIAL OTHER	S2	2000
EXFU	051012	IMO TYPE 1	Z5	2001	TRLU	027955	SPECIAL OTHER	S2	2000
EXFU	051013	IMO TYPE 1	Z5	2001	TRLU	027956	SPECIAL OTHER	S2	2000
EXFU	051014	IMO TYPE 1	Z5	2001	TRLU	027957	SPECIAL OTHER	S2	2000
EXFU	051015	IMO TYPE 1	Z5	2001	TRLU	027958	SPECIAL OTHER	S2	2000
EXFU	051016	IMO TYPE 1	Z5	2001	TRLU	027959	SPECIAL OTHER	S2	2000
EXFU	051018	IMO TYPE 1	Z5	2001	TRLU	027960	SPECIAL OTHER	S2	2000
EXFU	051019	IMO TYPE 1	Z5	2001	TRLU	027961	SPECIAL OTHER	S2	2000
EXFU	051020	IMO TYPE 1	Z5	2001	TRLU	027962	SPECIAL OTHER	S2	2000
EXFU	051022	IMO TYPE 1	Z5	2001	TRLU	027963	SPECIAL OTHER	S2	2000
EXFU	051023	IMO TYPE 1	Z5	2001	TRLU	027964	SPECIAL OTHER	S2	2000
EXFU	051025	IMO TYPE 1	Z5	2001	TRLU	027965	SPECIAL OTHER	S2	2000
EXFU	051026	IMO TYPE 1	Z5	2001	TRLU	027966	SPECIAL OTHER	S2	2000
EXFU	051027	IMO TYPE 1	Z5	2001	TRLU	027967	SPECIAL OTHER	S2	2000
EXFU	051028	IMO TYPE 1	Z5	2001	TRLU	027968	SPECIAL OTHER	S2	2000
EXFU	051030	IMO TYPE 1	Z5	2001	TRLU	027969	SPECIAL OTHER	S2	2000
EXFU	051031	IMO TYPE 1	Z5	2001	TRLU	027970	SPECIAL OTHER	S2	2000
EXFU	051032	IMO TYPE 1	Z5	2001	TRLU	027971	SPECIAL OTHER	S2	2000
EXFU	051033	IMO TYPE 1	Z5	2001	TRLU	027972	SPECIAL OTHER	S2	2000
EXFU	051036	IMO TYPE 1	Z5	2001	TRLU	027973	SPECIAL OTHER	S2	2000
EXFU	051037	IMO TYPE 1	Z5	2001	TRLU	027974	SPECIAL OTHER	S2	2000
EXFU	051039	IMO TYPE 1	Z5	2001	TRLU	027975	SPECIAL OTHER	S2	2000

EXSIF WORLDWIDE INC.
PLEDGED ASSETS

Mark	Unit Number	CLASS	TYPE	YEAR	Mark	Unit Number	CLASS	TYPE	YEAR
EXFU	051040	IMO TYPE 1	Z5	2001	TRLU	027976	SPECIAL OTHER	S2	2000
EXFU	051041	IMO TYPE 1	Z5	2001	TRLU	027977	SPECIAL OTHER	S2	2000
EXFU	051042	IMO TYPE 1	Z5	2001	TRLU	027978	SPECIAL OTHER	S2	2000
EXFU	051043	IMO TYPE 1	Z5	2001	TRLU	027979	SPECIAL OTHER	S2	2000
EXFU	051044	IMO TYPE 1	Z5	2001	TRLU	027980	SPECIAL OTHER	S2	2000
EXFU	051045	IMO TYPE 1	Z5	2001	TRLU	027981	SPECIAL OTHER	S2	2000
EXFU	051046	IMO TYPE 1	Z5	2001	TRLU	027982	SPECIAL OTHER	S2	2000
EXFU	051047	IMO TYPE 1	Z5	2001	TRLU	027983	SPECIAL OTHER	S2	2000
EXFU	051048	IMO TYPE 1	Z5	2001	TRLU	027984	SPECIAL OTHER	S2	2000
EXFU	051049	IMO TYPE 1	Z5	2001	TRLU	027985	SPECIAL OTHER	S2	2000
EXFU	051050	IMO TYPE 1	Z5	2001	TRLU	027986	SPECIAL OTHER	S2	2000
EXFU	051051	IMO TYPE 1	Z5	2001	TRLU	027987	SPECIAL OTHER	S2	2000
EXFU	051052	IMO TYPE 1	Z5	2001	TRLU	027988	SPECIAL OTHER	S2	2000
EXFU	051053	IMO TYPE 1	Z5	2001	TRLU	027989	SPECIAL OTHER	S2	2000
EXFU	051054	IMO TYPE 1	Z5	2001	TRLU	027990	SPECIAL OTHER	S2	2000
EXFU	051055	IMO TYPE 1	Z5	2001	TRLU	027991	SPECIAL OTHER	S2	2000
EXFU	051056	IMO TYPE 1	Z5	2001	TRLU	027992	SPECIAL OTHER	S2	2001
EXFU	051057	IMO TYPE 1	Z5	2001	TRLU	027993	SPECIAL OTHER	S2	2001
EXFU	051058	IMO TYPE 1	Z5	2001	TRLU	027994	SPECIAL OTHER	S2	2001
EXFU	051059	IMO TYPE 1	Z5	2001	TRLU	027995	SPECIAL OTHER	S2	2001
EXFU	051060	IMO TYPE 1	Z5	2001	TRLU	027996	SPECIAL OTHER	S2	2001
EXFU	051061	IMO TYPE 1	Z5	2001	TRLU	027997	SPECIAL OTHER	S2	2001
EXFU	051062	IMO TYPE 1	Z5	2001	TRLU	027998	SPECIAL OTHER	S2	2001
EXFU	051063	IMO TYPE 1	Z5	2001	TRLU	027999	SPECIAL OTHER	S2	2001
EXFU	051064	IMO TYPE 1	Z5	2001	TRLU	050516	IMO TYPE 1	Z5	2000
EXFU	051065	IMO TYPE 1	Z5	2001	TRLU	050534	IMO TYPE 1	Z5	2000
EXFU	051066	IMO TYPE 1	Z5	2001	TRLU	050537	IMO TYPE 1	Z5	2000
EXFU	051067	IMO TYPE 1	Z5	2001	TRLU	050538	IMO TYPE 1	Z5	2000
EXFU	051068	IMO TYPE 1	Z5	2001	TRLU	050540	IMO TYPE 1	Z5	2000
EXFU	051069	IMO TYPE 1	Z5	2001	TRLU	050541	IMO TYPE 1	Z5	2000
EXFU	051071	IMO TYPE 1	Z5	2001	TRLU	050542	IMO TYPE 1	Z5	2000
EXFU	051073	IMO TYPE 1	Z5	2001	TRLU	050543	IMO TYPE 1	Z5	2000
EXFU	051074	IMO TYPE 1	Z5	2001	TRLU	050544	IMO TYPE 1	Z5	2000
EXFU	051075	IMO TYPE 1	Z5	2001	TRLU	050546	IMO TYPE 1	Z5	2000
EXFU	051076	IMO TYPE 1	Z5	2001	TRLU	050548	IMO TYPE 1	Z5	2000
EXFU	051077	IMO TYPE 1	Z5	2001	TRLU	050549	IMO TYPE 1	Z5	2000
EXFU	051078	IMO TYPE 1	Z5	2001	TRLU	050550	IMO TYPE 1	Z5	2000
EXFU	051079	IMO TYPE 1	Z5	2001	TRLU	050552	IMO TYPE 1	Z5	2000
EXFU	051080	IMO TYPE 1	Z5	2001	TRLU	050553	IMO TYPE 1	Z5	2000
EXFU	051081	IMO TYPE 1	Z5	2001	TRLU	050554	IMO TYPE 1	Z5	2000
EXFU	051082	IMO TYPE 1	Z5	2001	TRLU	050557	IMO TYPE 1	Z5	2000
EXFU	051083	IMO TYPE 1	Z5	2001	TRLU	050558	IMO TYPE 1	Z5	2000
EXFU	051084	IMO TYPE 1	Z5	2001	TRLU	050559	IMO TYPE 1	Z5	2000
EXFU	051086	IMO TYPE 1	Z5	2001	TRLU	050563	IMO TYPE 1	Z5	2000
EXFU	051087	IMO TYPE 1	Z5	2001	TRLU	050614	IMO TYPE 1	Z5	2000
EXFU	051088	IMO TYPE 1	Z5	2001	TRLU	050615	IMO TYPE 1	Z5	2000
EXFU	051089	IMO TYPE 1	Z5	2001	TRLU	050616	IMO TYPE 1	Z5	2000
EXFU	051090	IMO TYPE 1	Z5	2001	TRLU	050617	IMO TYPE 1	Z5	2000
EXFU	051091	IMO TYPE 1	Z5	2001	TRLU	050618	IMO TYPE 1	Z5	2000
EXFU	051092	IMO TYPE 1	Z5	2001	TRLU	050619	IMO TYPE 1	Z5	2000
EXFU	051095	IMO TYPE 1	Z5	2001	TRLU	050620	IMO TYPE 1	Z5	2000
EXFU	051096	IMO TYPE 1	Z5	2001	TRLU	050621	IMO TYPE 1	Z5	2000
EXFU	051097	IMO TYPE 1	Z5	2001	TRLU	050622	IMO TYPE 1	Z5	2000
EXFU	051098	IMO TYPE 1	Z5	2001	TRLU	050623	IMO TYPE 1	Z5	2000
EXFU	051099	IMO TYPE 1	Z5	2001	TRLU	050624	IMO TYPE 1	Z5	2000
EXFU	051100	IMO TYPE 1	Z5	2001	TRLU	050625	IMO TYPE 1	Z5	2000
EXFU	051101	IMO TYPE 1	Z5	2001	TRLU	050626	IMO TYPE 1	Z5	2000
EXFU	051102	IMO TYPE 1	Z5	2001	TRLU	050627	IMO TYPE 1	Z5	2000
EXFU	051103	IMO TYPE 1	Z5	2001	TRLU	050628	IMO TYPE 1	Z5	2000
EXFU	051104	IMO TYPE 1	Z5	2001	TRLU	050629	IMO TYPE 1	Z5	2000
EXFU	051142	IMO TYPE 1	Z5	2001	TRLU	050630	IMO TYPE 1	Z5	2000

[illegible]

Mark	Unit Number	CLASS	TYPE	YEAR	Mark	Unit Number	CLASS	TYPE	YEAR
EXFU	051143	IMO TYPE 1	Z5	2001	TRLU	050631	IMO TYPE 1	Z5	2000
EXFU	051144	IMO TYPE 1	Z5	2001	TRLU	050632	IMO TYPE 1	Z5	2000
EXFU	051145	IMO TYPE 1	Z5	2001	TRLU	050633	IMO TYPE 1	Z5	2000
EXFU	051146	IMO TYPE 1	Z5	2001	TRLU	050634	IMO TYPE 1	Z5	2000
EXFU	051147	IMO TYPE 1	Z5	2001	TRLU	050635	IMO TYPE 1	Z5	2000
EXFU	051148	IMO TYPE 1	Z5	2001	TRLU	050636	IMO TYPE 1	Z5	2000
EXFU	051149	IMO TYPE 1	Z5	2001	TRLU	050637	IMO TYPE 1	Z5	2000
EXFU	051150	IMO TYPE 1	Z5	2001	TRLU	050638	IMO TYPE 1	Z5	2000
EXFU	051151	IMO TYPE 1	Z5	2001	TRLU	050639	IMO TYPE 1	Z5	2000
EXFU	051152	IMO TYPE 1	Z5	2001	TRLU	050640	IMO TYPE 1	Z5	2000
EXFU	051153	IMO TYPE 1	Z5	2001	TRLU	050641	IMO TYPE 1	Z5	2000
EXFU	051154	IMO TYPE 1	Z5	2001	TRLU	050642	IMO TYPE 1	Z5	2000
EXFU	051155	IMO TYPE 1	Z5	2001	TRLU	050643	IMO TYPE 1	Z5	2000
EXFU	051156	IMO TYPE 1	Z5	2001	TRLU	050644	IMO TYPE 1	Z5	2000
EXFU	051157	IMO TYPE 1	Z5	2001	TRLU	050645	IMO TYPE 1	Z5	2000
EXFU	051158	IMO TYPE 1	Z5	2001	TRLU	050646	IMO TYPE 1	Z5	2000
EXFU	051159	IMO TYPE 1	Z5	2001	TRLU	050647	IMO TYPE 1	Z5	2000
EXFU	051160	IMO TYPE 1	Z5	2001	TRLU	050648	IMO TYPE 1	Z5	2000
EXFU	051161	IMO TYPE 1	Z5	2001	TRLU	050649	IMO TYPE 1	Z5	2000
EXFU	051162	IMO TYPE 1	Z5	2001	TRLU	050650	IMO TYPE 1	Z5	2000
EXFU	051163	IMO TYPE 1	Z5	2001	TRLU	050651	IMO TYPE 1	Z5	2000
EXFU	051164	IMO TYPE 1	Z5	2001	TRLU	050652	IMO TYPE 1	Z5	2000
EXFU	051165	IMO TYPE 1	Z5	2001	TRLU	050653	IMO TYPE 1	Z5	2000
EXFU	051166	IMO TYPE 1	Z5	2001	TRLU	050654	IMO TYPE 1	Z5	2000
EXFU	143027	SPECIAL OTHER	S2	2001	TRLU	050655	IMO TYPE 1	Z5	2000
EXFU	143028	SPECIAL OTHER	S2	2001	TRLU	050656	IMO TYPE 1	Z5	2000
EXFU	143029	SPECIAL OTHER	S2	2001	TRLU	050657	IMO TYPE 1	Z5	2000
EXFU	143059	SPECIAL OTHER	S2	2001	TRLU	050658	IMO TYPE 1	Z5	2000
EXFU	143060	SPECIAL OTHER	S2	2001	TRLU	050659	IMO TYPE 1	Z5	2000
EXFU	143061	SPECIAL OTHER	S2	2001	TRLU	050660	IMO TYPE 1	Z5	2000
EXFU	143062	SPECIAL OTHER	S2	2001	TRLU	050661	IMO TYPE 1	Z5	2000
EXFU	143063	SPECIAL OTHER	S2	2001	TRLU	050662	IMO TYPE 1	Z5	2000
EXFU	143064	SPECIAL OTHER	S2	2001	TRLU	050663	IMO TYPE 1	Z5	2000
EXFU	143065	SPECIAL OTHER	S2	2001	TRLU	050664	IMO TYPE 1	Z5	2000
EXFU	143066	SPECIAL OTHER	S2	2001	TRLU	050665	IMO TYPE 1	Z5	2000
EXFU	143067	SPECIAL OTHER	S2	2001	TRLU	050666	IMO TYPE 1	Z5	2000
EXFU	143068	SPECIAL OTHER	S2	2001	TRLU	050667	IMO TYPE 1	Z5	2000
EXFU	143069	SPECIAL OTHER	S2	2001	TRLU	050668	IMO TYPE 1	Z5	2000
EXFU	143070	SPECIAL OTHER	S2	2001	TRLU	050669	IMO TYPE 1	Z5	2000
EXFU	143071	SPECIAL OTHER	S2	2001	TRLU	050670	IMO TYPE 1	Z5	2000
EXFU	143072	SPECIAL OTHER	S2	2001	TRLU	050671	IMO TYPE 1	Z5	2000
EXFU	143073	SPECIAL OTHER	S2	2001	TRLU	050672	IMO TYPE 1	Z5	2000
EXFU	143074	SPECIAL OTHER	S2	2001	TRLU	050673	IMO TYPE 1	Z5	2000
EXFU	143075	SPECIAL OTHER	S2	2001	TRLU	050674	IMO TYPE 1	Z5	2000
EXFU	143076	SPECIAL OTHER	S2	2001	TRLU	050675	IMO TYPE 1	Z5	2000
EXFU	143077	SPECIAL OTHER	S2	2001	TRLU	050676	IMO TYPE 1	Z5	2000
EXFU	143078	SPECIAL OTHER	S2	2001	TRLU	050677	IMO TYPE 1	Z5	2000
EXFU	143079	SPECIAL OTHER	S2	2001	TRLU	050678	IMO TYPE 1	Z5	2000
EXFU	143080	SPECIAL OTHER	S2	2001	TRLU	050679	IMO TYPE 1	Z5	2000
EXFU	143081	SPECIAL OTHER	S2	2001	TRLU	070145	IMO TYPE 1	Z7	2000
EXFU	143082	SPECIAL OTHER	S2	2001	TRLU	070146	IMO TYPE 1	Z7	2000
EXFU	143083	SPECIAL OTHER	S2	2001	TRLU	070147	IMO TYPE 1	Z7	2000
EXFU	143084	SPECIAL OTHER	S2	2001	TRLU	070148	IMO TYPE 1	Z7	2000
EXFU	143085	SPECIAL OTHER	S2	2001	TRLU	070149	IMO TYPE 1	Z7	2000
EXFU	143086	SPECIAL OTHER	S2	2001	TRLU	070150	IMO TYPE 1	Z7	2000
EXFU	143087	SPECIAL OTHER	S2	2001	TRLU	070151	IMO TYPE 1	Z7	2000
EXFU	143088	SPECIAL OTHER	S2	2001	TRLU	070152	IMO TYPE 1	Z7	2000
EXFU	143089	SPECIAL OTHER	S2	2001	TRLU	070153	IMO TYPE 1	Z7	2000
EXFU	143090	SPECIAL OTHER	S2	2001	TRLU	070154	IMO TYPE 1	Z7	2000
EXFU	143091	SPECIAL OTHER	S2	2001	TRLU	070155	IMO TYPE 1	Z7	2000
EXFU	143092	SPECIAL OTHER	S2	2001	TRLU	070156	IMO TYPE 1	Z7	2000

EXSIF WORLDWIDE INC.
PLEDGED ASSETS

Mark	Unit Number	CLASS	TYPE	YEAR	Mark	Unit Number	CLASS	TYPE	YEAR
EXFU	143093	SPECIAL OTHER	S2	2001	TRLU	143000	SPECIAL OTHER	S2	2000
EXFU	143095	SPECIAL OTHER	S2	2001	TRLU	143001	SPECIAL OTHER	S2	2000
EXFU	143098	SPECIAL OTHER	S2	2001	TRLU	143002	SPECIAL OTHER	S2	2000
EXFU	143099	SPECIAL OTHER	S2	2001	TRLU	143003	SPECIAL OTHER	S2	2000
EXFU	143100	SPECIAL OTHER	S2	2001	TRLU	143004	SPECIAL OTHER	S2	2000
EXFU	143101	SPECIAL OTHER	S2	2001	TRLU	143005	SPECIAL OTHER	S2	2000
EXFU	143102	SPECIAL OTHER	S2	2001	TRLU	143006	SPECIAL OTHER	S2	2000
EXFU	143104	SPECIAL OTHER	S2	2001	TRLU	145044	SPECIAL DOT -51	D1	2001
EXFU	143105	SPECIAL OTHER	S2	2001	TRLU	145045	SPECIAL DOT -51	D1	2000
EXFU	143106	SPECIAL OTHER	S2	2001	TRLU	145046	SPECIAL DOT -51	D1	2000
EXFU	143108	SPECIAL OTHER	S2	2001	TRLU	145047	SPECIAL DOT -51	D1	2000
EXFU	143119	SPECIAL OTHER	S2	2001	TRLU	145048	SPECIAL DOT -51	D1	2000
EXFU	143120	SPECIAL OTHER	S2	2001	TRLU	145049	SPECIAL DOT -51	D1	2001
EXFU	143121	SPECIAL OTHER	S2	2001	TRLU	145050	SPECIAL DOT -51	D1	2000
EXFU	143122	SPECIAL OTHER	S2	2001	TRLU	145051	SPECIAL DOT -51	D1	2000
EXFU	143123	SPECIAL OTHER	S2	2001	TRLU	145052	SPECIAL DOT -51	D1	2000
EXFU	143124	SPECIAL OTHER	S2	2001	TRLU	145053	SPECIAL DOT -51	D1	2001
EXFU	143125	SPECIAL OTHER	S2	2001	TRLU	175114	SPECIAL DOT -51	D1	2000
EXFU	143127	SPECIAL OTHER	S2	2001	TRLU	175116	SPECIAL DOT -51	D1	2001
EXFU	143128	SPECIAL OTHER	S2	2001	TRLU	175117	SPECIAL DOT -51	D1	2000
EXFU	143129	SPECIAL OTHER	S2	2001	TRLU	175120	SPECIAL DOT -51	D1	2000
EXFU	143130	SPECIAL OTHER	S2	2001	TRLU	175122	SPECIAL DOT -51	D1	2000
EXFU	143131	SPECIAL OTHER	S2	2001	TRLU	175125	SPECIAL DOT -51	D1	2000
EXFU	143132	SPECIAL OTHER	S2	2001	TRLU	175126	SPECIAL DOT -51	D1	2000
EXFU	143133	SPECIAL OTHER	S2	2001	TRLU	175128	SPECIAL DOT -51	D1	2000
EXFU	143134	SPECIAL OTHER	S2	2001	TRLU	175131	SPECIAL DOT -51	D1	2000
EXFU	143135	SPECIAL OTHER	S2	2001	TRLU	175132	SPECIAL DOT -51	D1	2000
EXFU	143136	SPECIAL OTHER	S2	2001	TRLU	175133	SPECIAL DOT -51	D1	2000
EXFU	143138	SPECIAL OTHER	S2	2001	TRLU	175134	SPECIAL DOT -51	D1	2000
EXFU	143139	SPECIAL OTHER	S2	2001	TRLU	175135	SPECIAL DOT -51	D1	2000
EXFU	143141	SPECIAL OTHER	S2	2001	TRLU	175136	SPECIAL DOT -51	D1	2001
EXFU	143142	SPECIAL OTHER	S2	2001	TRLU	175137	SPECIAL DOT -51	D1	2000
EXFU	143143	SPECIAL OTHER	S2	2001	TRLU	175138	SPECIAL DOT -51	D1	2000
EXFU	143144	SPECIAL OTHER	S2	2001	TRLU	175139	SPECIAL DOT -51	D1	2000
EXFU	143145	SPECIAL OTHER	S2	2001	TRLU	175140	SPECIAL DOT -51	D1	2000
EXFU	143146	SPECIAL OTHER	S2	2001	TRLU	175141	SPECIAL DOT -51	D1	2000
EXFU	143147	SPECIAL OTHER	S2	2001	TRLU	175142	SPECIAL DOT -51	D1	2000
EXFU	143149	SPECIAL OTHER	S2	2001	TRLU	175143	SPECIAL DOT -51	D1	2000
EXFU	143151	SPECIAL OTHER	S2	2001	TRLU	175144	SPECIAL DOT -51	D1	2000
EXFU	143152	SPECIAL OTHER	S2	2001	TRLU	175145	SPECIAL DOT -51	D1	2000
EXFU	143153	SPECIAL OTHER	S2	2001	TRLU	175146	SPECIAL DOT -51	D1	2001
EXFU	143154	SPECIAL OTHER	S2	2001	TRLU	175147	SPECIAL DOT -51	D1	2001
EXFU	143155	SPECIAL OTHER	S2	2001	TRLU	830085	IMO TYPE 1	Z3	2000
EXFU	143156	SPECIAL OTHER	S2	2001	TRZZ	900593	CHASSIS	RS	2001
EXFU	143157	SPECIAL OTHER	S2	2001	TRZZ	900594	CHASSIS	RS	2001
EXFU	143158	SPECIAL OTHER	S2	2001	TRZZ	900595	CHASSIS	RS	2001
EXFU	143159	SPECIAL OTHER	S2	2001	TRZZ	900596	CHASSIS	RS	2001
EXFU	143161	SPECIAL OTHER	S2	2001	TRZZ	900597	CHASSIS	RS	2001
EXFU	143168	SPECIAL OTHER	S2	2001	TRZZ	900598	CHASSIS	RS	2001
EXFU	143169	SPECIAL OTHER	S2	2001	TRZZ	900599	CHASSIS	RS	2001
EXFU	143170	SPECIAL OTHER	S2	2001	TRZZ	900600	CHASSIS	RS	2001
EXFU	143171	SPECIAL OTHER	S2	2001	TRZZ	900601	CHASSIS	RS	2001
EXFU	143172	SPECIAL OTHER	S2	2001	TRZZ	900602	CHASSIS	RS	2001
EXFU	143173	SPECIAL OTHER	S2	2001	TRZZ	900603	CHASSIS	RS	2001
EXFU	143174	SPECIAL OTHER	S2	2001	TRZZ	900604	CHASSIS	RS	2001
EXFU	143175	SPECIAL OTHER	S2	2001	TRZZ	900605	CHASSIS	RS	2001
EXFU	143176	SPECIAL OTHER	S2	2001	TRZZ	900606	CHASSIS	RS	2001
EXFU	143178	SPECIAL OTHER	S2	2001	TRZZ	900607	CHASSIS	RS	2001
EXFU	143179	SPECIAL OTHER	S2	2001	TRZZ	900608	CHASSIS	RS	2001

SCHEDULE 7.03

Subsidiaries of the Company and Ownership of Subsidiary Stock

Jurisdiction Under Which Organized

EXSIF Worldwide GmbH

Germany

EXSIF Worldwide GmbH is wholly-owned by the Company.

SCHEDULE 7.06

Certain Litigation

None.

SCHEDULE 7.09

Licenses, Permits, etc.

None.

SCHEDULE 7.11

Use of Proceeds

To finance the addition of shipping containers and wheeled chassis to the Company's fleet.

Exhibit A

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS. THIS NOTE MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR EXEMPTION THEREFROM UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS. THIS NOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF A SECURITY AGREEMENT BETWEEN EXSIF WORLDWIDE, INC. AND UNION TANK CAR COMPANY (THE "SECURITY AGREEMENT") AS MORE FULLY SET FORTH HEREIN.

6.82% SENIOR SECURED NOTE DUE 2016

Secured by certain ISO Tank Containers and Wheeled Chassis

\$17,822,000

Chicago, Illinois
June 14, 2001

EXSIF Worldwide, Inc., a Delaware corporation (the "Company"), hereby promises to pay to Union Tank Car Company, or registered assigns, the principal sum of \$17,822,000 in lawful currency of the United States of America, in installments payable on the dates set forth in Exhibit A hereto, commencing June 1, 2002 and each June 1 thereafter to and including June 1, 2016, each such installment to be in an amount equal to the corresponding percentage, if any, of the remaining principal amount hereof set forth in Exhibit A hereto, together with interest thereon on the amount of such principal amount remaining unpaid from time to time from and including the date hereof until such principal amount shall be due and payable, payable commencing on December 1, 2001 and on each June 1 and December 1 thereafter to the maturity date hereof at the rate of 6.82% per annum (computed on the basis of a 360-day year of twelve 30-day months). Interest on any overdue principal and (to the extent legally enforceable) on overdue interest shall be paid from the due date thereof at the rate of 8.82% per annum (computed on the basis of a 360-day year of twelve 30-day months), payable on demand.

Payments with respect to the principal amount hereof and interest thereon shall be payable in U.S. dollars in immediately available funds at the chief executive office of Union Tank Car Company or of its registered assign. Each such payment shall be made on the date such payment is due and without any presentment or surrender of this Note. Whenever the date scheduled for any payment to be made hereunder or under the Security Agreement shall not be a Business Day, then such payment need not be made on such scheduled date but may be made on the next succeeding Business Day with the same force and effect as if made on such scheduled date and (provided such payment is made on such next succeeding Business Day) no interest shall accrue on the amount of such payment from and after such scheduled date to the time of such payment on such next succeeding Business Day.

Each holder hereof, by its acceptance of this Note, agrees that each payment received by it hereunder shall be applied, first, to the payment of accrued but unpaid interest on this Note then due, and second, to the payment of the remaining outstanding principal amount of this Note.

Reference is hereby made to the Security Agreement for a statement of the rights of the holder of, and the nature and extent of the security for, this Note, as well as for a statement of the terms and conditions of the Security Agreement, to all of which terms and conditions in the Security Agreement each holder hereof agrees by its acceptance of this Note.

This Note is subject to redemption in whole but not in part, at any time upon at least 30 days advance notice at a price equal to the sum of (a) accrued and unpaid interest to the date of redemption, and (b) the outstanding principal amount of this Note. The holder hereof, by its acceptance of this Note, agrees to be bound by the provisions of Section 2.01 of the Security Agreement relating to redemption.

This Note is a registered Note and is transferable, as provided in the Security Agreement, only upon surrender of this Note for registration of transfer duly endorsed by, or accompanied by a written statement of transfer duly executed by, the registered holder hereof or his attorney duly authorized in writing. Prior to the due presentation for registration of transfer of this Note, the Company may deem and treat the registered holder of this Note as the absolute owner and holder hereof for the purpose of receiving payment of all amounts payable with respect hereto and for all other purposes and shall not be affected by any notice to the contrary.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

All terms used in this Note which are defined in the Security Agreement shall have the meanings assigned to them in the Security Agreement.

In Witness Whereof, the Company has caused this Note to be executed by one of its authorized officers as of the date hereof.

EXSIF WORLDWIDE, INC.

By: _____
Name:
Title:

Senior Secured Note

Exhibit A

Exsif

Note Amortization Schedule

Date	Principal Repayment	Amortization	Interest Payment	Debt Service	Balance
6/14/01					17,822,000
12/1/01	0.000%	-	563,839	563,839	17,822,000
6/1/02	3.311%	590,164	607,730	1,197,894	17,231,836
12/1/02	0.000%	-	587,606	587,606	17,231,836
6/1/03	3.480%	620,205	587,606	1,207,811	16,611,631
12/1/03	0.000%	-	566,457	566,457	16,611,631
6/1/04	3.744%	667,177	566,457	1,233,634	15,944,454
12/1/04	0.000%	-	543,706	543,706	15,944,454
6/1/05	4.029%	718,064	543,706	1,261,770	15,226,390
12/1/05	0.000%	-	519,220	519,220	15,226,390
6/1/06	4.341%	773,577	519,220	1,292,797	14,452,813
12/1/06	0.000%	-	492,841	492,841	14,452,813
6/1/07	4.683%	834,641	492,841	1,327,482	13,618,172
12/1/07	0.000%	-	464,380	464,380	13,618,172
6/1/08	5.064%	902,490	464,380	1,366,870	12,715,682
12/1/08	0.000%	-	433,605	433,605	12,715,682
6/1/09	5.492%	978,820	433,605	1,412,425	11,736,862
12/1/09	0.000%	-	400,227	400,227	11,736,862
6/1/10	5.982%	1,066,054	400,227	1,466,281	10,670,808
12/1/10	0.000%	-	363,875	363,875	10,670,808
6/1/11	6.553%	1,167,828	363,875	1,531,703	9,502,980
12/1/11	0.000%	-	324,052	324,052	9,502,980
6/1/12	7.238%	1,289,956	324,052	1,614,008	8,213,024
12/1/12	0.000%	-	280,064	280,064	8,213,024
6/1/13	8.095%	1,442,616	280,064	1,722,680	6,770,408
12/1/13	0.000%	-	230,871	230,871	6,770,408
6/1/14	9.237%	1,646,163	230,871	1,877,034	5,124,245
12/1/14	0.000%	-	174,737	174,737	5,124,245
6/1/15	10.950%	1,951,483	174,737	2,126,220	3,172,762
12/1/15	0.000%	-	108,191	108,191	3,172,762
6/1/16	17.803%	3,172,762	108,191	3,280,953	-
	100.000%	17,822,000			